

BRISTOL RECORD SOCIETY'S
PUBLICATIONS
VOL. II

THE GREAT RED
BOOK OF BRISTOL

INTRODUCTION (PART I)
BURGAGE TENURE IN
MEDIÆVAL BRISTOL



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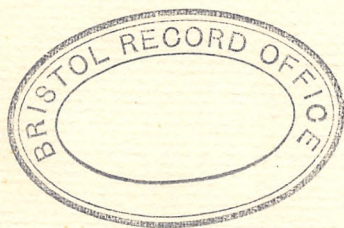
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INTRODUCTION (PART I)

BURGAGE TENURE IN
MEDIÆVAL BRISTOL



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QUAIN PROFESSOR OF
COMPARATIVE LAW
IN THE
UNIVERSITY OF LONDON

P R E F A C E

THAT an edition of *The Great Red Book of Bristol* should include the lengthy Introduction of which the present volume forms part is a circumstance which calls for explanation, if not apology.

A reader who requires more than the bare facts of a particular transaction will obviously desire to supplement almost every Great Red Book entry with evidence from other sources ; but although Bristol is fortunate in possessing some volumes of almost unique interest, it lacks much early evidence which many boroughs possess ; for example, the rolls of the various Courts exercising jurisdiction in the borough appear to be entirely lost. Even where evidence is still in existence it is sometimes so inaccessible as to be almost useless, as in the case of the deeds in the possession of the various Bristol churches which, in most cases, have not yet been calendared or indexed.

The Introduction represents an attempt to make this deficiency good, partly by drawing freely upon the material at the Public Record Office, and partly by collecting some of the scattered local evidence.

Since this volume was submitted as a thesis for the degree of Doctor of Laws at London University, I secured the invaluable criticism and advice of my examiners, Professor J. E. G. de Montmorency and Mr. Hilary Jenkinson ; Sir William Holdsworth, also, in spite of heavy calls upon his time, read and criticized my manuscript ; it is impossible to express my sense of gratitude for this assistance.

I am also much indebted to Mr. Malcolm Lewis for valuable advice, to Mr. W. L. Cooper for his assistance in the correction of proofs and in other directions, to Miss Harding for the courtesy and help which she extends to all users of the Local Records, to the Bishop of Malmesbury and Mr. Hartland Thomas, Churchwarden of All Saints' Church, for the facilities they offered me in my examination of the Church Deeds, to the Trustees of the Colston Research Fund for their grant towards the expenses of my research, to Mr. Kenneth Bain for valuable assistance in checking my manuscript, and to all others from whom I have received help.

E. W. W. V.

9th August, 1931.

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Thesis approved for the Degree of Doctor
of Laws in the University of London

BURGAGE TENURE IN MEDIÆVAL BRISTOL

WHILE this work does not profess to deal with anything more than burgage tenure in Bristol, it is none the less desirable to consider in outline, at least, the general question of "origins"; this is so, because burgage tenure is not found only in this or that borough, it is one of the characteristics of mediæval towns generally, which, as Stephenson very aptly remarks,¹ are "the inevitable result of economic forces that operated then, as now, without regard for religion, language, political tradition or cephalic index."

M. Pirenne has shown clearly enough² that we must not seek for the origins of true urban life in the period during which the commerce of Western Europe practically ceased, but that we should direct our attention rather to the period of trade revival, before which, according to his view,³ the civilization of Western Europe was essentially agricultural, and the "civitas" should be regarded rather as a centre of administration and as a fortress, than as a community possessing its own peculiar laws and institutions and devoting itself to commercial activity. While it is true that M. Pirenne is speaking of Western Europe as a whole, it is also true that his theories hold good when applied to the facts of English history; there, as elsewhere, true urban life was based on trade and industry.

Professor Stephenson, in the article to which we have already referred, remarks⁴ that in England in the tenth century the "burh" was essentially "a royal and administrative centre, the inhabitants of which were socially indistinguishable from the country population gaining a living directly or indirectly from agriculture."

¹ "The Origin of English Towns," *American Historical Review*, vol. xxxii, p. 10.

² *Mediæval Cities* (Princeton University Press).

³ *Ibid.*, p. 56.

⁴ Pages 13-14. See also Maitland, *Domesday Book and Beyond*, pp. 183-186.

From such an organization as this the English borough, which existed in such numbers in the twelfth century, differed profoundly;¹ those institutions which were the mark of the mediæval borough had appeared, and the "inhabitants gaining a living directly or indirectly from agriculture" had been replaced by the merchant. In the tenth century, then, we have the agricultural and in the twelfth century the merchant community. In which of these did burgage tenure originate?

We shall show² that two of the most important characteristics of burgage tenure were the payment of a rent, usually in discharge of all services, and a freedom of alienation greater than that permitted in the case of other tenures; with these characteristics in mind, the answer to our question can hardly be doubtful; agricultural services and not a fixed rent were the marks of the agrarian tenant, and, since his very livelihood depended on his land, it is hardly reasonable to suppose that he urgently required freedom of alienation. It is obviously to the merchant community that we must look for the beginnings of burgage tenure,³ and it may be inferred that its origin in any particular town must have closely corresponded with the date of a merchant settlement there. To determine the date with any degree of exactness will often be difficult, but geographical considerations will be of some importance, because, as M. Pirenne remarks,⁴ towns were found at first only on sea coasts and rivers.

These general conclusions will help us to approach the question of the date and place of origin of burgage tenure in Bristol from the correct angle.

¹ Stephenson, "The Anglo-Saxon Borough," *English Historical Review*, vol. xlv, pp. 195, 196; and see also Pirenne, *Mediæval Cities*, chapter vii, and in particular pp. 200 *sqq.* M. Pirenne is not speaking of the English borough, but his arguments hold good as to it in the main.

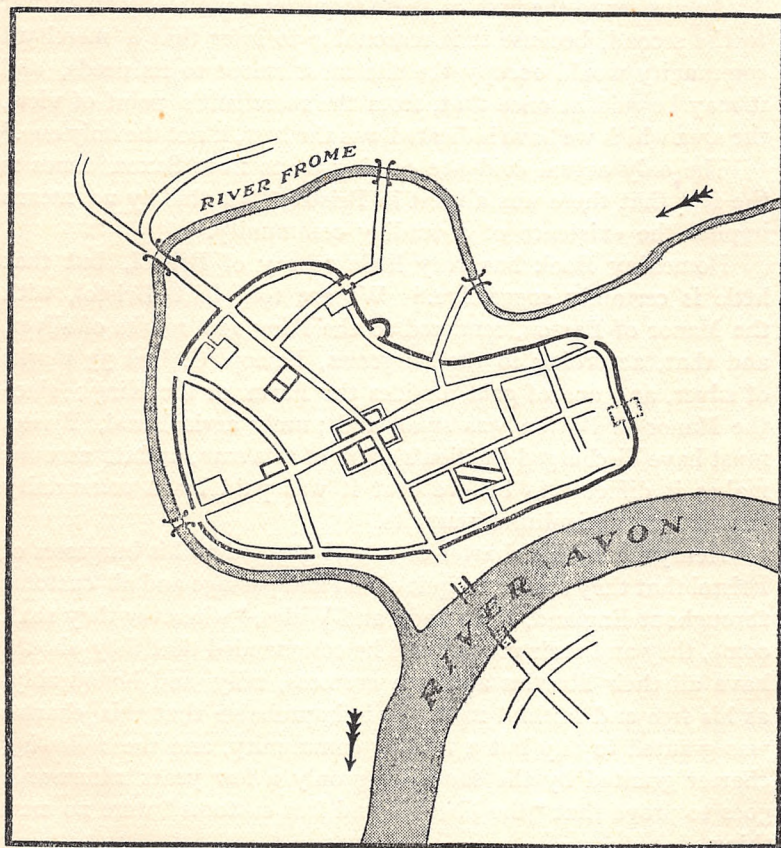
² See *infra*, p. 11.

³ Pirenne, *Mediæval Cities*, p. 202. Miss Bateson, in her articles on the "Laws of Breteuil" (*English Historical Review*, vols. xv, xvi), is inclined to the belief that burgage tenure was largely imported from France, and she points to a number of boroughs which were granted, or which used (more or less) the Laws of Breteuil. Her theory does not particularly concern Bristol, because this borough was certainly not a Bretollian one. Hemmeon, on the other hand, while criticizing Miss Bateson's conclusions, suggests that burgage tenure, in fact, though not in name, had a pre-Conquest origin. He bases his conclusion very largely on the frequent mention of the langable rent in Domesday. His views are justly criticized by Stephenson in the article on the Anglo-Saxon borough already referred to (pp. 185 *sqq.*). It is by no means certain, however, that burgage tenure may not have had a pre-Conquest origin in some of the seaports such as Bristol.

⁴ *Mediæval Cities*, p. 137.

TE OF THE
UNDATION
THE
RCHANT
MUNITY.

For some distance from its mouth the River Avon flows through a gorge, the sides of which are in many places precipitous; beyond this its banks become flat, although on the Gloucestershire side of the river this level space is comparatively small,



and is bounded by the hills upon which Clifton, Kingsdown, and other Bristol suburbs now stand; it is here joined by the River Frome, and the rivers at their junction enclose a bottle-shaped area (indicated in the above plan) within which the town of Bristol stood.¹

¹ The position occupied by the original town walls is still obvious for a considerable portion of their circumference; and, indeed, the whole area occupied by the original town is curiously apparent on a small scale ordnance map of the present city.

That this town ultimately became a seaport of first importance is common knowledge, but in dealing with the question of origins we must be prepared to trace back both the trading community and its original place of settlement as far as the evidence will allow.

An answer to the first of these inquiries is indirectly an answer to the second, because it is reasonable to infer that a merchant community would occupy the site most suited to its needs, and it may be said at once that, from the merchant's point of view, the area which we have indicated was the best, if not the only one.¹

The only actual evidence coming to us from Saxon times is the fact that there was a mint in Bristol,² but this by no means implies the existence of a trading community.³

Domesday Book has very little to say of Bristol, but that little is certainly suggestive.⁴ We are told that Bristol, with the Manor of Barton, rendered to the King 110 marks of silver, and that, according to the burgesses, Bishop G. had 33 marks of silver, and one of gold, besides the Farm of the King; since the Manor of Barton was small and purely agricultural, Bristol must have discharged the lion's share of this sum, and its amount makes it difficult to believe that it was paid by a community engaged in agricultural pursuits.

Henry II, by his charter of 1155,⁵ granted to his burgesses of Bristol that they should be quit of toll and passage and all customs throughout England, Normandy and Wales, "wherever they shall come, they and their goods," and he commanded that they should have all their liberties and free customs, fully and honourably, as his free and faithful men. It is improbable that this charter was granted to any but a trading community, and the following charter granted by the same King only a few years afterwards goes to prove that "the liberties and free customs" were no new thing.

¹ The level ground on the Gloucestershire side between the Gorge and the point where the Frome joined the Avon was, rather ominously, described as "The Marsh." Beyond the Marsh the precipitous walls of the Avon Gorge commenced.

² *Domesday Survey of Gloucestershire*, printed for the Bristol and Gloucestershire Archæological Society, p. 133.

³ Such an institution would obviously be put in a fortified place, if possible.

⁴ Photo-zincograph reproduction of Domesday Book (Gloucestershire), fo. iii (second column); see also Seyer, *Memoirs of Bristol*, vol. i, pp. 323 sqq.

⁵ *Bristol Charters*, ed. Harding, p. 3.

In 1171¹ Henry II granted Dublin to his men of Bristol, and he willed that they should inhabit and hold it "with all the liberties and free customs which the men of Bristol have at Bristol, and throughout all my land." It may be observed that it would be useless to grant the customs of one borough to another by such a general reference, unless such customs were well ascertained.

By John's charter of 1188² the burgesses were to be quit of toll, lastage, passage, and pontage, and of all other customs throughout his land and power; no stranger tradesman was to buy leather, corn, or wool, except from a burgess; no stranger should remain in the town more than forty days for the purpose of selling his goods; no stranger should sell cloth by retail except at the fair; and, lastly, the burgesses should have all their reasonable guilds, as well or better than they had them in the time of Robert and his son William, Earls of Gloucester. Robert was Earl of Gloucester in the time of Henry I, so that this last clause is of peculiar interest; but apart from this fact, on viewing these charter provisions as a whole, it can hardly be doubted that they represented the demands of an organized and thriving trading community.

On this point early direct evidence is curiously lacking, and the statements of local historians are unsupported by reliable evidence.

The earliest evidence which is completely satisfactory is afforded by the Langable List of 1295,³ which is headed "Rotulus de redditibus assise in villa Bristollie et in suburbio ejusdem"; the list proceeds to divide "Villa Bristollie" into the four quarters of All Saints', St. Owen's (or Ewen's), Holy Trinity, and St. Mary's, all of which are known to have occupied the area under discussion.

John, in his charter of 1188,⁴ granted the burgesses all their tenures, within and without the walls, to the boundaries mentioned in the charter, in messuages, in gardens, in edifices, upon the water and elsewhere, wherever they should be in the town, to be holden in free burgage, that is to say: by the service of langable which they should render within the walls. It can

¹ *Bristol Charters*, ed. Harding, p. 7.

² *Ibid.*, pp. 9 *sqq.*

³ See Appendix, and Record Office, Ministers Accounts, Bundle 851/5. For the sense in which "langable" is used in this work see p. 30 *infra*.

⁴ *Bristol Charters*, ed. Harding, p. 13.

hardly be doubtful that he was referring to the same area as did the Langable List of 1295.¹

In 1109² Robert, Earl of Gloucester, built Bristol Castle in the neck of the bottle-shaped area to which we have referred, and it is difficult to imagine that he erected it in such a position, unless the remainder of the area was occupied by the town; we have already remarked that, as a purely defensive position, the area in question could not compare with almost any portion of the surrounding hills.

Beyond this date direct evidence fails.³

The earliest express mention of burgage tenure in Bristol is the charter provision of 1188, to which we have already referred. The evidence, however, clearly suggests the existence of a trading

CONCLUSION
AS TO
ORIGINS.

¹ We may refer to a statement in *Gesta Stephani Regis Anglorum* (Rolls Series) at p. 36, which describes very graphically the area which we are discussing, and which has been translated by Seyer (*Memoirs of Bristol*, vol. i, p. 409) as follows:—

“Bristow is a city nearly the richest of all the cities of the country, receiving merchandise by sailing vessels from the neighbouring and from foreign countries, placed in the most fruitful part of England, and by the very situation of the place the best defended of all the cities of England. For as we read of Brundusium, a certain part of the province of Gloucester, being narrowed into the form of a tongue and extended a long way, forms the city, two rivers washing two of its sides, and meeting together in a great abundance of waters on the lower side, where the land itself is defective. Moreover, a quick and strong tide ebbing and flowing abundantly night and day, causes the rivers on both sides of the city, to run back upon themselves into a wide and deep sea; and forming a port very fit and very safe for a thousand vessels, it binds the circuit of the city so nearly and so closely that the whole city seems to swim on the water and sit on its banks. But on one side, where it is esteemed more exposed to a siege, and more assailable, a castle raised on a considerable mound, fortified with a wall and bulwarks, towers and various machines, prevents the approach of assailants.”

The chronicler concludes his statement with unflattering remarks as to the inhabitants, which is hardly surprising seeing that he was a partisan of King Stephen, and Bristol was one of the chief centres of disaffection. Canon Cole, of St. Ewen's (one of the Bristol churches situate at the centre of the city), has a deed in his possession relating to the church and belonging to the same reign.

² “The foresaide Robert Consulle, erle of Gloucestre, bylde the towre and castell of Bristowe,” *Ricart's Kalendar* (Camden Society), p. 19; and see also Seyer, *Memoirs of Bristol*, vol. i, pp. 372 sqq.

³ According to the *Anglo-Saxon Chronicle*, Bristol, in about the year 1069, was attacked by Harold's sons (see passage quoted by Seyer, *Memoirs of Bristol*, vol. i, p. 285); there is nothing in the passage to show where Bristol was situated, but when we find in the same *Chronicle* the statement (vol. i, p. 330, and vol. ii, p. 161) that Harold went with ships from Bristol to subdue Griffiths of Wales, and again (vol. i, p. 314, and vol. ii, p. 149) that Earl Harold and Leofwine went to Bristol in the ship which Earl Swegan had made ready, the presumption that the Bristol spoken of in all these reports was a seaport is reasonably strong.

community there at a much earlier date (perhaps even at the time of Domesday), and a correspondingly early origin of burgage tenure may therefore be inferred. The place of origin can hardly have been other than the area to which we have referred.

Hitherto we have treated trade as a factor bearing on the question of origins, but its nature and extent were not without their influence on the development of burgage tenure: to this question we shall return, after a brief survey of the economic question so far as it is relevant.

The reasons have already been stated for believing that Bristol was engaged in trade at an early date in its history, and we find,¹ as we should expect to find, that it possessed a Gild Merchant, although, curiously enough, this institution is not specifically mentioned in any of its charters. These considerations, however, throw little or no light on the nature and extent of its trade.

An engineering feat undertaken by the inhabitants of Bristol in 1239² suggests that the resources of the port by that date were unequal to the demands made upon them. Prior to 1239 ships coming to Bristol could only load and unload on the bank of the Avon at the point where Bridge Street now stands, and where the river bank was steep and the bottom stony. To remedy

¹ *The Great Red Book of Bristol*, fos. 34-35. Gross, *Gild Merchant*, vol. ii, p. 354:—

"Bristoll' est vetus Burgus, et in eodem Burgo Maior, Ballivi et Communitas extiterunt a tempore quo non extat memoria, in quo quidem Burgo iidem Maior et Ballivi et Communitas et eorum antecessores et predecessores habuerunt liberam gildam mercatoriam in eadem villa et suburbiis ejusdem ville et omnia que ad gildam mercatoriam pertinent, videlicet, ad emendum et vendendum in eadem villa libere et quiete de customis et theoloneo et alias diversas libertates habendum, prout ad gildam mercatoriam pertinent. . . ."

Constitutiones Ville Bristoll' (Corpus Christi College, Cambridge, MS. No. 405, fos. 236-239):—

"Burgenses ville Bristoll' petunt . . . sibi restitui gildas suas cum omnibus que ad easdem Gildas pertinere solent et debent sicut eas unquam melius et liberior habuerunt. Ita quod maior et consiliarii ex seipsis senescallos duos qui ghildam coligant et in unam pixidem ponant ad quam habeant recursum quesciens negocium aliquod emergerit tangens communitatem et comptus inde reddatur maiore et communitate et de proventibus (*sic*) dicte Ghilde sustineant libertates suas et libertates mercatorum dictam Ghildam intrancium et si forte ipsos alicubi terrar' contingat injuste Vexari vel arestari seu namiari Sustineant etiam VIII pontes pavementum V conductus aquarum Kayum (*sic*) ante naves et publicos ministros suos et eciam faciant inde plura alia negocia communitatem contingencia."

See also cases quoted in Gross, *Gild Merchant*, vol. ii, p. 25, and All Saints' Deed No. 14 in the Appendix, p. 277.

² For details see Seyer, *Memoirs of Bristol*, vol. ii, pp. 14 *sqq.*

this defect a deep trench was dug across St. Augustine's Marsh, in order to make a new bed for the River Frome. Although this fact bears eloquent testimony to the growing needs of Bristol as a seaport, it affords no evidence as to the nature of its trade, and, until the customs accounts come to our assistance, the evidence on this point is confined to a story told by the biographer of Bishop Wulfstan and the hints contained in two early documents, one a charter and the other letters patent.

Wulfstan¹ was Bishop of Worcester at the time of the Conquest, and we are told that Bristol was then a seaport trading with Ireland, and that the Bishop was instrumental in suppressing the slave trade there, which, if the biographer's statement is to be believed, constituted a grave scandal.

The charter² provided that no strange trader should buy hides, corn, or wool except of a burgess, and that he should not sell cloth by retail, except at the fair. The letters patent, while imposing a custom on shiploads, cartloads, and horseloads of merchandise brought into the town, also specified particular classes of goods and the customs payable on each. It is not unreasonable to infer that these latter were expressly mentioned because they were the commonest imports.³

Seeing that the first national custom was not imposed until 1275,⁴ that the Bristol burgesses were exempt from⁵ tolls, and that the persons responsible for the collection of the latter from those liable to pay them accounted without giving details of the articles on which they were paid, it is improbable that further early evidence bearing upon the point we are now discussing will come to light.

¹ Seyer, *Memoirs of Bristol*, vol. i, p. 319.

² *Bristol Charters*, ed. Harding, p. 11 (John's Charter of 1188).

³ *Bristol Charters*, ed. Harding, p. 31. The grant of the customs was made in aid of enclosing the town of Bristol for its security and defence, and was from Easter, 1255, until Michaelmas, 1257. The customs were to be paid on every ship coming to Bristol laden with merchandise (with a preferential rate for ships from Gloucester and other counties), and on imports of wine, wool, hides, iron, lead, lard, tallow, butter, cheese, pells of sheep, lambs, kids and hares, various specified fish, honey, sheep, goats, pigs, and woad. There was also the general provision that custom should be paid on carts bringing cartloads of saleable stuff into Bristol (with a preferential rate for carts from the county of Gloucester), and on horseloads of cloth and other saleable stuff (except firewood).

⁴ Except John's custom of 1203 and the new aid of 1266 (in respect of which Bristol appears to have made no returns) and what Gras describes as the "semi-national" customs.

⁵ Henry II's Charter of 1155; see also p. 7, note 1.

THE
CONCLU-
SIONS
SUGGESTED
BY THE
CUSTOMS
ACCOUNTS.

Definite conclusions as to the economic situation disclosed by the accounts relating to the national customs could only be justified by an exhaustive examination of the records, but, speaking generally, it seems clear that, while Bristol's exports of wool, woollfells and hides were surprisingly small,¹ its exports of cloth were very considerable;² this strongly suggests an industrial community, and since *The Little Red Book of Bristol* contains ordinances relating (amongst others) to the Guilds of the Skinners, Cordwainers, Tanners, Farriers, Smiths, Cutlers and Lockyers, and the Pewterers, it may be assumed that cloth, although no doubt its principal, was not its only manufacture.

EFFECT OF
THE
ECONOMIC
SITUATION
ON THE
DEVELOP-
MENT OF
BURGAGE
TENURE.

In his *Township and Borough* Maitland has given us a picture of Cambridge, which brings very forcibly to our notice the strong agricultural element in its town life; the burgesses had their strips in the common fields surrounding the town, and their well-defined rights of pasture, and what was true of Cambridge was true also of many other boroughs.³ We suggest that the industrial pursuits of the Bristol burgesses would have reduced this agricultural element to a minimum, and that, although at one time Bristol may have had its common fields and its green meadows,⁴ their functions, as such, had ceased to be apparent

¹ See the accounts of the 1275 custom transcribed by Gras in *The Early English Customs System*, pp. 246 sqq. See also P.R.O., Enrolled Customs Accounts, 356/2, for a comparison of the exports of these commodities from Bristol, Boston, Southampton and Ipswich respectively for the twelve months ending Michaelmas 34 Edward I. This account is typical of many. See also *Calendar of Close Rolls*, 1354-1360, p. 351, from which it appears that a man who had been assigned 100 shillings out of the customs on wool, woollfells and leather exported from Bristol, was unable to satisfy himself between Michaelmas, 1351, and Michaelmas, 1353.

² See the accounts of the 1347 custom transcribed by Gras in *The Early English Customs System*, pp. 415 sqq., relating to London, Sandwich, Southampton, Bristol, Lynn, Yarmouth, and Ipswich respectively, which show that Bristol exported far more cloth than any of the other boroughs mentioned. See also P.R.O., Enrolled Customs Accounts, 356/8, for a comparison of the customs paid on cloth exported from Bristol, Boston, Southampton, and Yarmouth in the years 27 and 28 Edward III, 32 and 33 Edward III, and 43 and 44 Edward III respectively; these accounts, which are typical of many others, also show the Bristol exports to be the largest.

³ See Bateson, *Mediæval England*, p. 127. See also Ballard, *Borough Charters*, p. xlv, and pp. 51, 52, 58-63; and Ballard and Tait, pp. 62-84. In the *Calendar of Nottingham deeds* (*Records of Nottingham*, vol. i., pp. 363 sqq.) and of the Gloucester deeds (*Records of Gloucester*, pp. 70 sqq.) land is frequently mentioned. See also references to rights of common in the Nottingham records (vol. i, pp. 51, 151, 163), in the *Black Book of Southampton* (vol. iii, p. 126), in the *Municipal Records of Bath* (p. 58), and in the Introduction to the *Beverley Town Documents* (Selden Society, p. xxii). These illustrations could be almost indefinitely multiplied.

⁴ The names Broadmead, Lewinsmead, Irishmead, and Earlsmead are certainly suggestive.

by the fourteenth century. In the Feet of Fines¹ dealings in land are found to be very much the exception, and the Wills, which begin where the Fines leave off, tell the same tale. It is true that we find an ordinance in *The Little Red Book of Bristol*² dealing with straying pigs, and that conveyances and wills frequently referred to "gardens," but neither of these facts imply agricultural pursuits in the Cambridge sense. The presence of a large industrial centre would, of course, stimulate the production of food in the surrounding districts,³ but most likely the Bristol burgesses had neither the time nor the inclination to increase this production by their own efforts.

Again, the degree of mobility attaching to land held in burgage tenure varied considerably in different boroughs, and to a degree which must have corresponded with the needs of the population. It is clear that a thriving industrial community would overcome obstacles to free alienation earlier and more completely than a more backward one, and the evidence to which we shall refer hereafter shows that this did, in fact, happen in Bristol.

Lastly, although the original town of Bristol consisted of the small intra-mural area to which we have already referred, its needs produced a rapidly-growing suburb into which burgage tenure, originally confined to the walled area, spread. This fact emerges clearly from a study of the Feet of Fines, the majority of which (especially in the reign of Edward III) related to suburban properties.⁴

CHARACTERISTICS
OF BURGAGE
TENURE.

It must be borne in mind, in considering this portion of the subject, that the borough had no *complete* system of land law peculiar to itself; it adopted the general law of the land with certain modifications, which, although they differed to a greater or less extent in individual boroughs, resembled one another sufficiently to make a definition of burgage tenure possible.

Hemmeon's⁵ definition is as follows:—

"Burgage tenure may be defined as a form of free tenure peculiar to boroughs, where a tenement so held might be

¹ See *infra*, p. 171.

² *The Little Red Book of Bristol*, ed. Bickley, vol. ii, p. 31.

³ See *infra*, p. 168.

⁴ See *infra*, p. 171.

⁵ *Burgage Tenure*, p. 5; a statement in the Domesday of Ipswich is interesting in connection with this definition:—

"Also it is used in the forseid toun (of Gippeswich) of elde antiquyte that no lond tenaunt in the same toun do homage ne feute to his cheif

alienated by gift, sale, or devise to a degree regulated only by the custom of the borough, unburdened by the incidents of feudalism or villeinage, divisible at pleasure, whose obligations began and ended in the payment of a nominal quit-rent, usually to an elected official in the borough."

From this definition it will be seen that, apart from the fact that it was peculiar to boroughs, its most important characteristics were its alienability, its freedom from the incidents of feudalism or villeinage, and the quit-rent to which its tenant was subject.

It is unnecessary to dwell on the difference between tenure by knight service¹ and tenure by villeinage on the one hand and burgage tenure on the other; this is apparent enough; but to distinguish it from socage is not so easy,² because, like burgage tenure, socage also was usually subject to a fixed money rent which might be a nominal one, and was free or nearly free from feudal incidents.³ If, then, a substantial distinction is to be found, it must be sought in the matter of alienability, or "mobility" as Hemmeon calls it.

MOBILITY.

Burgage tenure almost invariably possessed the custom of devise,⁴ which in most boroughs seems to have extended

¹ Knight service, in addition to military service or a money payment in lieu thereof, involved the exceedingly burdensome incidents (amongst others) of wardship and marriage: villein tenure was not a free tenure at all, and, in addition, involved labour services on the lord's land; the tenant was also liable to the peculiar incident of 'merchet' and others.

² According to Littleton, "Tenure in burgage is, where an ancient borough is, of which the king is lord, and they, that have tenements within the borough, hold of the king their tenements. . . . And such tenure is but tenure in socage" (Coke, *A Commentary upon Littleton* (19th Edition), vol. i, pp. 108b, 109a). It is not suggested that this statement is accurate, but Hemmeon's rather contemptuous attitude to those confusing the two is hardly justified if so great a lawyer as Littleton could be led astray.

³ It was liable to aids and reliefs.

⁴ Hemmeon, *Burgage Tenure in Mediæval England*, pp. 130 sqq.; see also customs of devise quoted by Miss Bateson, *Borough Customs*, vol. ii, pp. 91 sqq.; and see also Ballard, *Borough Charters*, pp. 73, 74, and Ballard and Tait, *British Borough Charters*, pp. 91-93, and pp. 41 sqq., *infra*.

lord for ony tenement that he holdeth in the toun, and nameleche of that that is holdyn purly in fre burgage (nor that the cheif lord by reson of such tenement that be holden of hym in the same toun, that is of burgage) as is aforonseid, may not of his tenaunt after ony ded axyn, chalangyn, ne have releeff, warde, ne mariage, ne other attournement of service, but only the payment of the rente, ne of non other profyt save escheet whanne the lawe yeveth" (*Black Book of the Admiralty*, vol. ii, p. 141).

originally to land of purchase only, although it usually became unrestricted in course of time.

In the matter of alienation *inter vivos* there were boroughs of unrestricted and restricted sale ;¹ the nature of the restrictions varied considerably. This distinction need occasion no surprise, since boroughs differed in type ; while there were thriving commercial centres like Bristol, there were also unprogressive boroughs which, as Maitland points out, must have "smacked of the farmyard."

In those of the first type we should expect, and we find, a high degree of mobility as compared with those of the second. We may be sure, too, that such restrictions as were definitely persistent (except, perhaps, restrictions in favour of the lord) existed because they did not run counter to the needs of the burgesses.

Treating burgage tenure as an isolated phenomenon, this all seems logical enough ; the degree of mobility in any borough varied with the demand for it.

It is when we consider the tenure comparatively that anomalies seem to arise. We may assume that, for our period, English communities were either burghal or manorial ; the one was essentially engaged in trade and was subject to Borough Custom, and the other was engaged in agriculture and was subject to the Common Law.² Where should we expect the higher degree of mobility ? We may quote M. Pirenne's³ words as an answer :—

"In a merchant community, land, in fact, could not remain immobile and be kept out of commerce by unwieldy and diverse laws that prevented its free conveyance and kept it from serving as a means of credit and acquiring capital value. . . . He who occupied it . . . could freely transfer it, convey it, mortgage it and make it serve as security for capital he might borrow."

This statement, however, implying as it does extreme mobility as a feature of burgage tenure, hardly represents the facts of English legal history with accuracy. The Borough Custom of devise stands by itself ; devise was not permitted by the Common Law

¹ See, generally, as to this, Hemmeon, pp. 110 *sqq.*

² Except tenants in villeinage, who were, in most respects, subject to the custom of the manor.

³ *Mediæval Cities*, p. 202.

until the statute of Wills;¹ but this apart, we shall find that by the thirteenth century alienation *inter vivos* was as unrestricted² by the rules of the Common Law as by the customs of even the most progressive boroughs, and that many Borough Customs were far behind it in this respect.

Although these conclusions seem to be entirely justified by the evidence to which we shall now refer, they have not been clearly recognized by Hemmeon, who, while drawing the distinction between boroughs of restricted and unrestricted sale, attributes far less mobility to the Common Law tenures than they really possessed.³

ALIENATION
INTER VIVOS.
RESTRAINTS
GENERALLY.

The most important of the restraints upon alienation *inter vivos* imposed by the Common Law were in favour of the heir and of the lord; as a subsequent development a restraint was imposed to protect the claim of a married woman to her Common Law dower, but this question will be dealt with separately.

RESTRAINTS
IN FAVOUR
OF THE
HEIR.

Concerning restraints in favour of the heir, Glanville's somewhat indefinite statement has been summarized by Pollock and Maitland as follows:—⁴

(1) *The
Common
Law of the
Twelfth
Century.*

"Without his expectant heir's consent the tenant may give reasonable marriage portions to his daughters, may bestow something on retainers by way of reward, and give something to the Church. His power over his conquest (that is 'land of purchase') is greater than his power over his heritage; but if he has only conquest he must not give the whole away; he must not utterly disinherit the expectant heir . . ."

These principles, while obviously favouring land of purchase, did not give its owner free power to alienate even that, if he had nothing else; it is clear, also, that land of inheritance could never have been alienated without the heir's consent, except

¹ 32 Henry VIII.

² Except that in the boroughs the deed enrolled usually replaced the Fine.

³ "As feudalism becomes systematized, the burgage and the socage tenure resemble each other less and less. Their resemblance lies in freedom from the feudal incidents. Where they differ is in mobility; the land in the boroughs can be devised, sold and divided. It is true that land held in socage might be transferred among the living. It was often sold and divided, *but sale and division were attained only by permission, or payment therefor, or by circumventions of the law such as fines and recoveries.* . . ." (*Burgage Tenure in Mediæval England*, p. 4).

⁴ *H.E.L.*, vol. ii, p. 308.

in one of the three cases expressly mentioned. We may add that conveyances of the period, showing as they do that the consent of the heir was normally obtained, confirm Glanville's statement.¹

(2) *Twelfth-Century Borough Custom.*

The available twelfth-century evidence of Borough Custom is not very considerable, but for purposes of comparison two typical cases will suffice.

CASE I. TEWKESBURY AND CARDIFF.

Miss Bateson points² out that in a Tewkesbury monastic register there is a statement of the free customs of Cardiff and Tewkesbury granted by Robert and William, Earls of Gloucester, between the years 1121 and 1183; amongst them we find the following:—

(a) *Cardiff (Cap. 2).*³

And every burgess can give, gage, or sell to anyone at his will his burgage which is of his own purchase, and he may alienate it in any other way, saving the service of the lord earl.

(b) *Tewkesbury (Cap. 4).*³

And we have granted to these burgesses and to each of them that they may sell, gage, or barter to other burgesses their burgages which they had of purchase in the borough, at their pleasure, without paying any fine.

(c) *Cardiff (Caps. 10 and 11).*⁴

The burgess who is forced by poverty to sell or gage his burgage ought to summon his heir once, twice, and a third time, and tell him to find the necessities of life. And if the heir will not do so, the burgess may do what he likes with his burgage.

(d) *Tewkesbury (Cap. 8).*⁴

And if it chanced that any of the burgesses grew poor, whereby it might be necessary for him to sell his burgage, he had first to ask his heir apparent three times before his neighbours (to give him) what was needful to him in food and clothing, according to the requirements of his rank; and if the heir would not do so, it would be lawful for him to sell his burgage as he chose, for ever, without any challenge.

The rules contained in paragraphs (a) and (b) are expressed

¹ See cases quoted by Pollock and Maitland, *H.E.L.*, vol. ii, pp. 309 *sqq.*

² *Borough Customs*, vol. i, p. xxi.

³ *Ibid.*, vol. ii, p. 91.

⁴ *Ibid.*, vol. ii, p. 62.

in such general terms, that it may be assumed that land of purchase could be alienated without regard to the heir; to suggest that paragraphs (c) and (d) applied to this class of property would create a hopeless inconsistency between the two sets of provisions. It may be inferred, also, that the heir's consent to the alienation of inherited land was necessary, except in the case of a sale by reason of the owner's poverty, and even then the heir could prevent it if he were willing to find the owner suitable necessities.

In the matter of land of purchase these customs very clearly gave greater freedom of alienation than the Common Law; the rules governing alienation of the inheritance, on the other hand, although differing from those of the Common Law, can hardly be considered less restrictive.

CASE 2. NORTHAMPTON.

Miss Bateson refers to a Northampton Custumal which she dates at about 1190, the provisions of which may be summarized¹ as follows:—

(a) If a man having land of inheritance desired to sell it by reason of poverty, the heir or next-of-kin or, in default of both of these, the lord, had a better right to buy it than anyone else. The person having the right of pre-emption was required to exercise it within a period fixed by the owner either by giving the latter as much as another would give, or by undertaking to find him reasonable necessities as long as he lived.

If the person entitled to the right of pre-emption, in the presence of "lawful men," declined to exercise it the owner could

¹ This summary is taken from the customs as stated by Miss Bateson in *Borough Customs*, vol. ii, pp. 63, 64, 65, 92. We are not quite clear as to the exact meaning of the provision quoted by Miss Bateson on p. 92: "Quicumque habens hereditatem suam et aliam terram emptam vel adquisitam licet ei dare *per inquisitionem* ubicunque voluerit, eciam herede suo contradicente," but after comparing it with the corresponding clause in the fifteenth-century Custumal, "Purveide it is also that if any man have londe tenement or Rente of his owen heritage and other londe tenement or rente of his purchase. Good leve be to hym to Gyffen his purchase or to sellen to whom hym likes All though his heir wolde hym with sayne" (*Northampton Borough Records*, vol. i, p. 219), we felt justified in summarizing the rule as stated in the first two and a half lines of paragraph (b). It is also difficult to reconcile the provision just considered with one quoted by Miss Bateson on p. 63: "Quicumque habet terras de adquisito et de hereditate et illas voluerit vendere parens propinquior erit quam extraneus si terram dare (?) voluerit." The two clauses seem contradictory, but on reference to the fifteenth-century Custumal we find that the corresponding clause commences: "Purveide hit is also that if any man Have any londes tenementes or rentes of his heritage *or* of purchase etc." Probably "aut" should be substituted for "et."

dispose of the property as he chose. If the owner sold the property secretly, without informing the person entitled to the right of pre-emption, the latter could claim the property at any of the three courts held after the sale became known to him on paying to the original buyer what he gave for it.

(b) An owner of both land of inheritance and of purchase could alienate the latter as he chose, whether the heir consented or not, and could apparently give a part of either to one of his daughters by way of marriage portion.

(c) If an owner of land of inheritance only or land of purchase only desired to sell it, a kinsman had a better right than a stranger if he wished to buy it.

In this borough, alienation of land of purchase was more restricted than at Tewkesbury and Cardiff; the custom somewhat resembling, in fact, Glanville's rule that purchase could be alienated freely only if there was land of inheritance. In other cases, speaking broadly, the heir had a right, but it was a right of pre-emption only. This principle was definitely in advance of the contemporary Common Law, since there is obviously a wide difference between a rule which made a sale ineffective unless the heir consented and one which permitted sale but gave the heir the first refusal.

When Hemmeon refers to boroughs of unrestricted sale he can hardly have been speaking of the twelfth century. London and Bristol, which were probably the two most important trading centres at that time, afford clear evidence of the existence of a restraint.

For London there is the statement quoted by Miss Bateson,¹ which was to the following effect:—

“Further if a citizen of London should wish to sell his land by reason of his poverty, neither his sons nor his kinsmen can forbid him to do so, unless they be willing to buy it at his price.”

For Bristol there is a case in the Assize Rolls,² the facts of which may be summarized as follows: One Lambert, on his deathbed, gave property in Bristol to his wife, who subsequently

¹ *Borough Customs*, vol. ii, p. 61.

² See *infra*, pp. 106 sqq.

sold it to one Thomas. Ota, Lambert's daughter, subsequently reclaimed the property from Thomas's son, but was met by the defence that the sale was in full hundred at which she was present, and that she subsequently abjured the property in the same place and received a sum of money for so doing.

While it is at least doubtful whether any borough was free from restriction in favour of the heir in the twelfth century, the evidence so far considered shows Borough Custom slightly in advance of the Common Law, either in the matter of alienation of land of purchase or because it reduced the necessity of the heir's consent to a right of pre-emption.

By the thirteenth century the restraint in favour of the heir had entirely disappeared from the Common Law, and to quote once more from Pollock and Maitland :—¹

"So late as 1225 a son vainly tries to get back a tenement which his father has alienated, and plaintively asks whether his father could give away all the land that he held by military tenure without retaining any service for himself and his heirs: but it is unavailing. Bracton knows nothing of—or rather, having Glanville's book before him, deliberately ignores—the old restraint: it is too obsolete to be worth a word. The phrase 'and his heirs' in a charter of feoffment gives nothing to an heir apparent . . . our law about the year 1200 performed very swiftly an operation that elsewhere was but slowly accomplished."

So much for the Common Law, but what of the boroughs?

The Patent Rolls² prove that in 1403 Henry IV confirmed the Tewkesbury Charter and, with it, the twelfth-century rules to which we have already referred; a Northampton³ Custumal of the fifteenth century gives us, with unessential alterations, rules similar to those contained in the twelfth-century document; and lastly, the thirteenth-century and later

¹ *H.E.L.*, vol. ii, pp. 311, 313.

² *Calendar of Patent Rolls*, 1401-1405, p. 191.

³ *Records of Northampton*, vol. i, pp. 213 *sqq.*

Borough Customs exhibit case after case¹ showing similar restraints.

It was not in every borough, of course, that the restraint persisted. By the thirteenth century unrestricted sale had become a feature of some Borough Customs; Hemmeon gives us a list² of such in which he includes Bristol.

Bristol was certainly a borough of unrestricted sale in the fourteenth century. There are, as we shall see, a few deeds³ which seem to suggest a trace of the restraint in the thirteenth century, the most important of these being a sale of inherited land which was expressed to be "ex urgenti necessitate"; we have concluded, however, that this evidence is hardly sufficient to prove the continued existence of a restraint unlikely to have been tolerated by a thriving trading community.

THE RESTRAINT
IN FAVOUR OF
THE LORD.
COMMON LAW.

This restraint hardly needs such elaborate treatment as that of the heir. The exact extent of the Common Law rule is difficult to define. Glanville did not even mention it, and although *Magna Carta* referred to it in general terms, Bracton, writing a few years afterwards, argued against its existence; the question was finally settled, of course, by *Quia Emptores*.⁴

¹ It is quite evident from two cases quoted in the *Records of Nottingham*, (vol. i, at pp. 71 and 101) that this right of pre-emption existed in the fourteenth century. See also deeds, *ibid.*, pp. 390, 391, 397, 410. In Norwich it existed in a curious form: if a man and his wife owned property in fee simple jointly the husband could with her assent devise it to his wife for life with remainder to a devisee and the heirs of his body, with a direction that if the devisee's issue failed the property should be sold and the proceeds devoted to pious uses. If this latter event happened the bailiffs were required to offer the property to the testator's heir first, and if he refused to the lord of the fee (*Records of Norwich*, vol. i, pp. 157, 158, 159, 160). From the number of deeds calendared in the *Records of Gloucester* in which conveyances were expressed to be made, with the consent of the grantor's heir, we believe that the right existed in Gloucester also up to the middle of the thirteenth century at least. There is no evidence in the *Domesday of Ipswich* that the right existed there, and this document is so voluminous that it would certainly not have omitted to mention so important a matter; it is difficult to accept Hemmeon's suggestion (*Burgage Tenure in Mediæval England*, p. 121). The following additional illustrations are quoted by Miss Bateson and by Ballard: *Leges Quatuor Burgorum* (1270)—rules of the Tewkesbury type (*Borough Customs*, vol. ii, pp. 66–68 and p. 93); Manchester (1301)—inherited land only with heirs consent, except in case of poverty: purchased land to anyone the owner chose in the event of poverty, but heir had right of pre-emption (*ibid.*, vol. ii, pp. 69, 97); Bury St. Edmunds (1304)—heir had general right of pre-emption (*ibid.*, vol. ii, p. 69); Fordwick (fourteenth century)—general right of pre-emption of a somewhat peculiar type (*ibid.*, vol. ii, p. 71). See also Dover (*ibid.*, p. 72), Salford, Bolton and Stockport (1230, 1253 and 1260)—general right of pre-emption (Ballard and Tait, *British Borough Charters*, p. 89).

² *Burgage Tenure in Mediæval England*, pp. 112 sqq.

³ See *infra*, pp. 104 sqq.

⁴ Except, of course, in the case of alienation by a *tenant in capite*.

Here the right, where it existed, was more exactly defined ; it appeared, for example, as a definite right of pre-emption in the Law of the Four Boroughs in 1270,¹ and in the Northampton Custumal as late as the fifteenth century.² We may say, however, that such restraints as these were rare in comparison with the restraint in favour of the heir.

The foregoing evidence justifies our conclusion that, whereas the restraints in favour of heir and lord had entirely disappeared from the Common Law by the thirteenth century, they persisted in some form, then and long afterwards, in many of the boroughs.

It may be argued that a mere right of pre-emption was not a serious restraint on alienation, since the person exercising it was, as a rule, bound to give as much as another was willing to give ; it may be suggested that a sale by reason of poverty might well have proved a fairly elastic transaction in practice, but when all this has been said the contrast remains.³

Any attempt to explain this contrast would involve very large issues. That the demand for mobility in some of the boroughs was actually less than in manorial communities we do not for a moment believe ; nor can we readily accept the explanation that the "supply" of mobility followed more closely on the heels of "demand" in the case of the Common Law than in the case of Borough Custom ; the burgesses were in a far better position to get Borough Custom altered to their liking than were the rest of the community the rules of the Common Law. If these two explanations be rejected, however, we can only assume that the development of the latter was precocious and in excess of the needs of the majority of those subject to them.

We have seen that in attempting to distinguish between socage and burgage tenure in the matter of alienation *inter vivos* a distinction must be drawn which not only needs careful and constant qualification, but which, at the best, shows a some-

¹ Bateson, *Borough Customs*, vol. ii, p. 60 ; and see also the cases of Whitby (1175) and Walsall (after 1198) quoted in Ballard, *British Borough Charters*, p. 69.

² *Records of Northampton*, vol. i, p. 214.

³ In some boroughs there was the "year and a day" rule ; for example, a Nottingham charter provided that "whosoever of the burgesses shall buy the land of his neighbour, and shall possess it for a whole year and a day, without claim on the part of the kindred of the Vendor, if they be in England, he shall afterwards quietly possess it . . ." (*Records of Nottingham*, vol. i, p. 3). There was a very similar rule in Northampton (*Records of Northampton*, vol. i, p. 213). See also Usages of the City of Winchester (*Records of Winchester*, Furley, p. 174), and the charter provisions relating to Newcastle-on-Tyne, Wearmouth, Bury St. Edmunds, Lincoln, Derby, Pembroke, Leeds, Haverfordwest and Egrement, quoted by Ballard, *British Borough Charters*, pp. 71-73.

what faint line of cleavage. When we turn to the question of devise, however, the difference is complete; burgage tenure¹ normally permitted devise in some form or other, and the Common Law never.

There is good reason for believing, however, that Borough Custom, in permitting devise, merely continued to develop an old principle which the Common Law at first admitted but finally rejected.

Pollock and Maitland² have shown that in Anglo-Saxon times the ordinary manner of disposing of property after death was the "post obit" gift, and that this form of disposition, which was well known to the Normans, did not disappear with the Conquest but continued until late in the twelfth century; then there came a change which was duly noted by Glanville:—

"As a general rule," he says, "everyone in his lifetime may freely give away a reasonable part of his land, but hitherto this has not been allowed to anyone who is at death's door, for there might be an immoderate disposition of the inheritance if this were permitted to one who, in the agony of approaching death, has, as is not infrequently the case, lost both his memory and his reason."

As Pollock and Maitland point out,³ this conclusion was not reached because devise infringed a feudal principle, but because a boundary had to be maintained "against ecclesiastical greed and the other-worldliness of dying men"; this consideration, however, *was* reinforced by a technical rule, since the lawyers in a transfer of land were demanding a real livery of seisin.

It seemed possible at one time that an express provision in a grant giving the grantee power to devise might have been effective, so potent was the force of *forma doni*. The court hesitated for a while, and then once more hardened its heart; the Common Law was to know no power of devise until the Statute of Wills.

Why was it that Borough Custom continued to evolve the principle of testamentary disposition while the Common Law abruptly discarded it? The Bristol deeds show that the rapacity of the Church was not confined to the countryside, and again and again in the Bristol records there is evidence of the importance attached to livery of seisin.⁴

¹ Hemmeon points to a few boroughs which had no custom of devise (*Burgage Tenure in Mediæval England*, pp. 135, 136).

² *H.E.L.*, vol. ii, p. 314 *sqq.*

³ *Ibid.*, vol. ii, p. 328.

⁴ In *Leygrave v. Carleton*, for instance, the whole of the plaintiff's case turned on the fact that his ancestor had made a grant without livery of seisin (*see infra*, p. 90).

It seems that the explanation is rather to be found in the merchant's attitude to land, which he regarded very much as he regarded his other assets; some of his capital he invested in his stock-in-trade and some in real property. What logical reason was there for allowing him to bequeath one form of investment and not the other? A passage from Britton, quoted by Miss Bateson,¹ seems to put the matter in a nutshell:—

“But sometimes the King interferes and takes cognisance of a thing devised which is in no sense strictly a moveable chattel, as for instance in franchised towns like London and Northampton, of purchased lands which a man can devise like a chattel, *and this because burgess merchants generally employ the half or more of their chattels in their housing, wherefore they may devise their purchased land but not their inherited.*”

This distinction between purchased and inherited land is persistent.² Hemmeon has noticed that complete freedom of

¹ *Borough Customs*, vol. ii, p. 96.

² In Ipswich (1291) tenements and rents of purchase could be devised by persons “in here beds deyng frely in swiche maner as they wyllen” (*Black Book of the Admiralty*, vol. ii, p. 71). In Norwich the Custumal provided “and it is to be known that a tenement descending hereditarily to anyone in the city or that ought to revert hereditarily cannot be devised . . .” (*Records of Norwich*, vol. i, pp. 154, 155). The curious power given to a husband to devise property belonging to himself and his wife has already been referred to (p. 18, note 1). The power of devise is referred to in the *Municipal Records of Bath* (p. 19), but it is impossible to determine if it was confined to lands of purchase. The same remark applies to Oxford (*Oxford City Documents*, p. 233) and to Southampton (see wills in the *Black Book of Southampton*, *passim*) and to Gloucester; numerous deeds calendared in the *Records of Gloucester* (e.g. Nos. 196, 245, 594, 620, 628, 634, 661, 664, 686, 918, 924, 939, 943, 945, etc.) refer to devise. The Northampton Custumal gives a testator power to devise lands of purchase, but not of inheritance, to his children by a second wife, in disinheritance of his children by a first; he could probably devise such land to anyone, but the Custumal does not say so (*Records of Northampton*, vol. i, p. 217). As to London, Miss Bateson quotes two entirely inconsistent statements made by Bracton, according to one of which inherited land could not, and according to the other of which inherited land could, be devised. She also quotes a later statement by Britton, according to which it could not be devised (see *Borough Customs*, vol. ii, pp. 94, 95, 96). At the date of the custom referred to in *Ricart's Kalendar* (p. 97) devise was entirely free. See also a case quoted in the *Calendar of Letter Book G* (p. 88), in which it was stated “that by certain charters granted to the citizens of London they might leave freeholds by will in the same manner as chattels.” There was also an interesting London custom which applied the *cy près* doctrine to devises to chantries or other pious uses (*Calendar of Letter Book H*, p. 106). A number of Borough Customs on this point are referred to by Miss Bateson (*Borough Customs*, vol. ii, pp. 91 *sqq.*): Tewkesbury—land of purchase only; Nottingham (1272)—inheritance or purchase; Bury (1327)—all purchase—half of inheritance; Scarborough (1348)—inheritance and purchase; Rhuddlan (1348)—same; and see also the cases quoted by Ballard, *British Borough Charters*, p. 73.

devise was a later development of the burghal land law than freedom of sale ; and Bristol is an excellent illustration of the truth of this remark, for while there is every reason to believe that it had attained complete freedom of sale by the thirteenth century, there is documentary evidence to prove that it did not attain complete freedom of devise until the fifteenth.

THE POSITION
OF THE
MARRIED
WOMAN.

(1) *Her rights
in her
husband's
property.*

(a) *Rules of the
Common Law.*

Borough Customs often exhibited definite peculiarities in the position of the married woman.

The wife's dower right owed nothing to legal implication at the time when Glanville¹ wrote ; on the contrary, it was the result of an express arrangement between the parties usually made at the church door after "affiance and troth plighted between them."

Beyond stating that it was the duty of the husband, both by ecclesiastical and temporal law, to endow his wife, and that the maximum endowment of land should not exceed one-third of that owned by the husband at the date of the marriage, the law as stated by Glanville seems to have left the parties free to make their own arrangements ; the husband could, if he chose, endow his wife with after-acquired property ; he could even, with the consent of his father, endow her with land of which he was only heir-apparent.

Subsequent legal developments, however, created a new kind of dower which arose by legal implication, and comprised one-third of the lands of which the husband was seised *at any time during the marriage* ;² the wife might be entitled to more by express arrangement, but she could never be entitled to less. This implied dower gradually replaced the express dower to which we have referred.

The severity of the restraint imposed by the implied dower is obvious, and the Common Law insisted that it could only be barred by a fine in which both husband and wife joined, the wife being separately examined to ascertain if her consent were genuine. This restraint, in spite of its onerous character, persisted until comparatively recent times, and although methods of overcoming it developed in due course, these do not particularly concern us.

¹ For a detailed statement of the rules of the Common Law see Holdsworth, *H.E.L.*, vol. iii, pp. 189 *sqq.*

² To be strictly accurate, the right extended to property of which her husband was seised at any time during the marriage for an estate of inheritance to which issue of the wife by the husband might by possibility inherit (*ibid.*, p. 189).

) *Borough
custom.*

To arrive at satisfactory conclusions on this difficult and complicated subject of borough custom a very minute examination of borough records is necessary ; the published evidence now available is usually insufficient for this purpose, and the remarks that follow are written mainly from the point of view suggested by the Bristol evidence.

We meet, at the outset, a right which had no counterpart in the contemporary Common Law : the right of freebench. This term is used in many senses : in gavelkind it denoted the right enjoyed by a surviving husband or wife in half the land of the dead spouse ; it was frequently used also to denote rights in the nature of dower conferred on a widow by the customs of a manor ; here we use it to denote the widow's right to continue in occupation of the dwelling-house in which she and her husband lived at his death.

According to Pollock and Maitland,¹ freebench in this latter sense seems to have originated in the widow's right to remain in the house along with the heirs, a continuance of the household in community. As this latter institution decayed (and primogeniture must have been one of the solvents at work) the widow's right would have tended to develop into a right to the exclusive enjoyment of some share of her husband's property. It is in this latter state of development that we first see it in Bristol in the thirteenth century ; the wife was entitled to occupy the whole dwelling-house until she remarried, nor had the children any implied right to live with her ; on the contrary, a deed referred to on page 264 shows the widow expressly granting such a right to her daughter and son-in-law, and at the same time making careful provisions to deal with the situation if the experiment proved unsuccessful.

A trace of the original idea seems visible in the custom of Ipswich,² whereby if her husband had only one messuage in the town she held it in the name of freebench, but the husband's children had the right to live with her ; it may be mentioned that a second wife was not entitled to freebench. The Law of the Four Boroughs,³ which gave the widow the inside of the

¹ *H.E.L.*, vol. ii, p. 419, note 1 ; see also Bateson, *Borough Customs*, vol. ii, pp. cviii and cix.

² *Black Book of the Admiralty* (Rolls Series), vol. ii, pp. 137, 139 ; see also the Custom of Salford (1230), quoted by Miss Bateson (*Borough Customs*, vol. ii, p. 120).

³ Bateson, *Borough Customs*, vol. ii, p. 122.

house and the heir the outside, and the custom of London,¹ which gave the widow the hall, the principal private chamber, and the cellar, with the use of the kitchen, stable, privy, and curtilage, illustrate another and, perhaps, later stage of development.

The right, in any event, could hardly have created a serious restraint on alienation; while it restricted devise no doubt, it did not necessarily restrict alienation *inter vivos*.

Passing from freebench to dower proper, we find² that Bristol (and other boroughs) knew the express dower, and, except that the Bristol custom appears to have been rather more liberal to the wife than the rules of Common Law, no special comment is necessary. The wife was given a definite right over definite property,³ and her consent to its alienation was, therefore, obviously necessary; a restraint resulting from express agreement can, however, hardly be regarded as burdensome.

In the matter of the restraint imposed in favour of the heir and of the lord no comparison could show the Common Law at a disadvantage by the thirteenth century, but the wife's implied right to dower was a serious and very persistent obstacle to free alienation; it is at this point that we might expect the customs of progressive boroughs, at least, to vary from the Common Law rules.

The case of Bristol will be considered hereafter.⁴ Since we have found no case in which a fine was employed to bar dower, it may be assumed that some other method of barring it was arrived at in the matter of alienation *inter vivos*. It seems

¹ See *Liber Albus*, ed. Riley, vol. i, p. 393, and see *ibid.*, p. 68, for the liability of the widow to keep the premises in repair. According to *Letter Book H* (see Calendar of this book, p. 253) a widow was not only given her freebench according to the ancient custom of the city, but the Serjeant of the Chamber was also commanded to deliver to her, by view of the sworn city masons and carpenters, one-third of the other tenements and rents within the liberty of the city of which her husband died seised. Other references to freebench are to be found in *Letter Book E* (see Calendar, pp. 33, 34—this case makes the widow's exclusive right to the portion of the premises she occupies very clear) and in *Letter Book A* (see Calendar, p. 138). There is a reference to freebench in Deed No. 456 (*Records of Gloucester*, p. 197), from which it looks as though there the widow was entitled to the whole house. In Oxford there was a custom that if a woman held a tenement in freebench for forty days or more and afterwards remarried she could not claim dower out of it. —*Oxford City Documents* (Rogers), p. 234; see also Custom of Exeter, *Borough Customs* (Bateson), vol. ii, p. 121.

² See *infra*, pp. 47 *sqq.*

³ This is not strictly accurate; the husband, when he endowed the wife, might have named no particular lands, in which case the wife took a dower right in one-third of the lands of which her husband was seised at the date of the espousals (Pollock and Maitland, *H.E.L.*, vol. ii, p. 420).

⁴ See *infra*, pp. 110 *sqq.*

probable that at the least the claim persisted in respect of properties of which a husband died seised, but that this difficulty was met in practice by making adequate testamentary provision for the wife.¹

¹ The customs regulating dower in some other boroughs are of importance :—

NOTTINGHAM.

In a case tried in 1335-6 it was pleaded that, in the English borough, if tenements were bequeathed the widow's right to dower thereout was defeated (*Records of Nottingham*, vol. i, p. 127). In another case, tried in 1358, a widow claimed dower of one-half of her late husband's tenements, alleging a custom to that effect. She was met with the defence that her husband sold the tenements to an ancestor of the defendants, and that it was the custom of the borough that if tenements were sold and the money expended for the common utility of the husband and wife the wife was barred of her dower claim. The widow replied that this was so only if the sale was on account of necessity. The jury upheld the widow and denied the custom alleged by the defendant (*Records of Nottingham*, vol. i, p. 169). These two decisions are somewhat inconsistent. There is a deed calendared on p. 399, *ibid.*, in which a widow released her dower.

NORTHAMPTON.

According to the Custumal (*Records of Northampton*, vol. i, p. 215) a man could dower his wife in a sum certain of silver, and if indentures were made between the parties and enrolled in the Common Roll of Dower they bound the wife. In default of this she could claim dower "after the Common Law of the Land." In this latter case it was further provided that, if the husband desired to sell premises out of which she was dowable (*ibid.*, p. 216), and she came into full court and quit-claimed her right to the buyer, she was barred. The quit claim was to be entered on the Common Roll.

This case is clear. There was a close resemblance to the rules of the Common Law.

IPSWICH.

The Custumal provided that, if a woman was not entitled to freebench (*i.e.* was a second wife), she could dwell in her husband's chief messuage for forty days, within which time her reasonable dower, according to the custom of the town, should be assigned to her by the heir. The custom was that she was entitled to half the tenements in the town of which her husband *died seised* in fee (*Black Book of the Admiralty*, vol. ii, p. 139).

It is clear that the rights to dower did not prevail over the husband's *inter vivos* alienation.

NORWICH.

In discussing the Writ of Right of Dower the Custumal sets out the defences available, which were as follows :—

- (a) That the woman was never married to the deceased.
- (b) That the husband was not seised at the date of marriage or afterwards of the premises claimed.
- (c) That she consented to her husband's alienation in full court before the bailiffs and other good men, provided that the defendant could show the deed testifying this and that such deed was duly enrolled.

This seems to dispose of the question as to how far a dower claim prevailed over a husband's *inter vivos* disposition (see *Records of Norwich*, vol. i, pp. 147, 148). A quit-claim of a widow's dower claim is to be found at p. 235, *ibid.*, and the proceedings in a successful dower claim at p. 240, *ibid.*

We are without information as to the position of the widow as against her husband's devise. There is one case (*ibid.*, p. 292) which refers to the assignment of dower by executors, but the dower is referred to as "by the gift" of the widow's husband, and was therefore probably by his express grant.

HER RIGHTS
OVER HER
OWN PROPERTY.
COMMON LAW.

On marriage a husband acquired a right over his wife's land which endured as long as the marriage if no children were born, and for the husband's life if children were born; the extent of the husband's right, however, is less interesting to us than the manner in which a woman conveyed her property during coverture.

GODMANCHESTER.

The widow took a life interest in all her husband's property in the borough unless she was provided for in his will, in which case she was put to her election (Bateson, *Borough Customs*, vol. ii, p. 124, note 3).

TORKSEY (1345).

The widow took a moiety of all tenements in the town which were his at the date of marriage or subsequently (Bateson, *Borough Customs*, vol. ii, p. 125).

LINCOLN (1480).

If a man left a widow and no children she took half his lands and tenements for life (if they were not entailed). The reversion after her death passed according to the provisions of his will (Bateson, *Borough Customs*, vol. ii, p. 127).

GLOUCESTER.

The only evidence available is derived from the deeds. Up to the end of the thirteenth century conveyances by husbands with the consent of their wives are numerous (see *Records of Gloucester*, Deeds Nos. 87, 88, 93, 104, 120, 129, 137, 154, 178, 187, 200, 201, 205, 212, 216, 235, 283, 300, 337, 338, 341, 350, 364, 383, 425, 432, 470, 508, 525, 553, 559, 581 and 587). Release or confirmations by widows are also frequent (see *ibid.*, Deeds Nos. 158, 191, 229, 405, 455, 456, 477, 551, 552, 620, 624, 699, 724, 755, 757, 765, 784, 860, 881, 916, 920 and 1017), and in some of these cases the dower right was expressly referred to. From this evidence we may perhaps infer that the wife's dower claim controlled her husband's alienation *inter vivos*. There is no available evidence on the question of devise.

Deed No. 404 refers to an assignment of dower, but, unfortunately, without giving particulars.

LONDON.

According to Britton (Bateson, *Borough Customs*, vol. ii, p. 121) a widow lost her dower if she remarried or became with child by someone other than her first husband, but according to a London custom, quoted in *Ricart's Kalendar*, a wife who remarried lost her freebench and dower in the tenement in which she and her husband were living at his death, but did not lose her dower in other tenements (*Ricart's Kalendar*, p. 102).

It is clear that the wife's dower was a third (see *Liber Albus*, ed. Riley, p. 410, *Calendar of Letter Book A*, pp. 52, 73, *Calendar of Letter Book H*, pp. 217, 350).

According to *Liber Albus* women had suffered delay in gaining their dower of tenements and rents of which their husbands *had died seised*, because no damages were awarded in such a case, and it was agreed that, in future, they should be entitled to them (*Liber Albus*, ed. Riley, p. 470).

We have been quite unable to find any statement of the custom as to dower in London, and it may be added that a work entitled *Privilegia Londini*, published in 1702, does not refer to this subject at all. It seems possible that this is accounted for because London had no special custom, but followed the Common Law rules; the resulting inconveniences could, so far as alienation *inter vivos* is concerned, have been overcome by joining the wife in conveyances, and having them acknowledged and enrolled. It is even possible that the statement in *Liber Albus*, to which we have referred, is an authority for the proposition that the wife was only entitled to dower out of tenements of which her husband died seised.

Pollock and Maitland have shown the various stages through which the Common Law¹ passed before it was decided that the only effective method of conveyance was a fine levied by husband and wife, in the course of which the latter was examined, apart from her husband, to ascertain if her consent to the transaction were genuine. Nothing short of this prevented the woman from upsetting the transaction after coverture had ceased.

BOROUGH
CUSTOM.

A statute passed in the reign of Henry VIII² bears testimony to the existence of a different method of conveyance in many of the boroughs. After referring to a statute passed in the twenty-seventh year of the same reign, it is stated that doubts had arisen as to whether deeds enrolled "which be in nature of fines, and whereupon women covert have been used to be examined," taken, had, or acknowledged in London and many other boroughs were effective, and it enacted that all such deeds which had theretofore been acknowledged and taken before mayors, aldermen, or other head officers of London and other boroughs, "according to the laudable usages and customs of the boroughs," should be effective.

Fortunately the *Domesday of Ipswich*³ gives us a very complete account of the procedure adopted where such a custom existed.⁴ :—

"Also if any man aliene tenementz in the fornseyd toun of Gippewich in fee, that been his wyffs ryght, by

¹ *H.E.L.*, vol. ii, pp. 410, 411.

² 34 and 35 Henry VIII, C. 22.

³ *Black Book of the Admiralty*, vol. ii, p. 57; see also *Records of Nottingham*, vol. i, p. 83, and cases cited in Bateson, *Borough Customs*, vol. ii, pp. 116 sqq.

⁴ In a case tried in 1315 it was stated that in *Nottingham* no one could alienate a tenement of his wife's right without a fine levied in the King's Court or the wife being examined in the Court of Nottingham before the mayor and bailiffs (*Records of Nottingham*, vol. i, p. 83). For the form of acknowledgment see *ibid.*, pp. 125, 264. In *Norwich* the wife attended at a full court and was examined by the bailiffs to ascertain if her consent were genuine; the deed was then endorsed and enrolled (*Records of Norwich*, vol. i, pp. 163, 164); for an example of an enrollment see *ibid.*, vol. i, p. 229. There was a similar procedure at *Southampton* (see *Black Book of Southampton*, vol. i, pp. 15 sqq.). The *Northampton* Custom is somewhat obscure: it states that if a wife had tenement of her inheritance of which was given her in frank-marriage, she and her husband could sell it jointly; nothing is said as to the procedure to be followed, but there can be no reasonable doubt that the sale had to be acknowledged in court. In *London*, according to *Liber Albus*, ed. Riley, p. 180, writings under seal could be received, and cognizances and confessions of women to the same recorded before the mayor and one alderman, or before the recorder and one alderman, or before two aldermen if necessary, as well out of court as in, "so that the writings so acknowledged be afterwards entered and enrolled at one of the Hustings." Among the *Gloucester* deeds (*Records of Gloucester*) are a great many by husband and wife, many of them obviously relating to the latter's property; there is no evidence as to the procedure in such cases, except that after 1240 the bailiffs were almost invariably among the witnesses.

the wyll and assent of his wiff, and the same womman after the dessesyn bonden to purchace come in to court with here husbond afor the ballyves and the goode folk of the forseyd toun, and knowleche the same tenement aliened to ben the right to the forseyd purchasour after the forme contyned in the chartre of zifte, be the same womman of the forseyd baylyves severally examyned by here self, of which wille he was in right of that alienacione. And zif it be founden by here owene [confession, that the] alienacione hit is doon of here assent and of good wyll with owten constreynyng and withoute manas of here housbond, be that cognisaunce holdyn for ferme and stabele att alle dayes. And thanne be that recognisaunce of the forseyd housbond and of his wiff to gedyr with the strenkthe of the chartre enrollyd of zift in the common rolle of the toun, the whiche reconisaunce the ballives shul doon apertly solempnysen in pleyn court afore the coronerys ad [*sic*] the goode folk of the toun."

The practice in Bristol was, as we shall see, somewhat obscure. Up to 34 Edward III, when the Bristol Feet of Fines ceased, fines were commonly used for conveyances of this kind,¹ though we have also found cases in which deeds were employed.²

The burgesses' petition leading to Edward III's charter of 1373 makes it clear that they desired formal recognition of a custom similar to that which we have been describing; the terms of the actual charter, however, make it equally clear that their request was not acceded to, and that the King intended the fine to be the only method of conveyance³ in such cases.

Between the date of the charter and the reign of Henry VII we have found only three cases in which fines were used for conveyances by married women,⁴ but there is the clearest evidence that deeds were so employed;⁵ it would appear, therefore, that the charter provisions were disregarded, and that Bristol was one of the boroughs referred to in Henry VIII's statute. While the loss of the Borough Court records deprives us of early evidence of the procedure in such cases, an

¹ See *infra*, pp. 112, 113.

² See *infra*, pp. 113 *sqq.*

³ See *infra*, pp. 115 *sqq.*

⁴ And two of these are doubtful (see footnote, p. 123).

⁵ See *infra*, p. 121.

entry in *The Great Red Book of Bristol*¹ supplies this information for the reign of Henry VIII, and from this it would appear that the practice in Bristol was very similar to that of Ipswich.

The service rendered by a tenant in burgage took the form of a money rent, which was normally the only service due from him.

In Bristol we find that the character of rents paid varied considerably; there was the rent charge, which was an annual payment imposed on a property by its owner, usually in favour of some religious body, a payment which did not imply the existence of any tenure between the grantor and grantee; such rents present no feature of interest from our present point of view. The rents reserved on leases (which became increasingly common) also call for no particular comment; as a rule they bore an obvious relation to the economic value of the property let. It is those reserved on the grant of a fee simple which are of interest, and even here we must discriminate. Since reference will be made to the Langable Lists, something must first be said of the history of the Honour of Gloucester, because in all of these lists the langable rents were expressed to be payable to the King; his title to receive them, however, rested on his ownership of the Honour, which, as we shall see, was formerly vested in the Earls of Gloucester.

In the year 1089 the Honour of Gloucester was granted by Rufus to his cousin, Robert Fitz Hamo, who died in 1107 without male heir. Mabile, his eldest daughter, however, married Henry I's illegitimate son Robert, who was created Earl of Gloucester, and held the Honour in right of his wife until his death in 1146 or 1147. Whereupon the succession passed to his son William, who died in 1183, leaving daughters only. Now, according to Hoveden, William had previously agreed with Henry II that

¹ Fo. 240 (a). The record commences as follows:—

"Memorandum quod XIII die Novembris Anno Regni Regis Henrici Octavi tricesimo Octavo Henricus Howeye de Civitate Bristoll' dyer et Margeria uxor ejus personaliter comparuerunt coram Willelmo Carye Maiore Civitatis Bristoll' ac Rogero Coke Thoma Pacy Willelmo Shipman' et Johanne Smythe Aldermannis ejusdem Civitatis necnon Aldredo FitzJames communi clerico ipsius civitatis in plena Curia in Guyhalda ibidem tenta et exhibuerunt adtunc et ibidem prefatis maiori et justiciis quandam Indenturam affirmando illam partem esse factum suum proprium et predicta Margeria per se examinata per predictos maiorem et justicios illam eciam affirmabat absque aliqua fraude Et petierunt ut eadem Indentura Irrotulatur . . ."

the latter's youngest son, John, should be his "heir" to the Earldom of Gloucester, and that the King, in return, promised firstly that John should marry William's youngest daughter Isabella, and secondly that each of her sisters should receive rents amounting to £100 a year. Whether this was so or not, it is certain that John married Isabella soon after her father's death, and that the Honour passed into his hands. Shortly after his accession John divorced Isabella, and, while permitting her to marry Geoffrey de Mandeville, stipulated that the Honour of Gloucester (which included the town and castle of Bristol) should stay in the hands of the Crown. And there it remained until Edward IV granted the town (but not the castle and ditch) to the mayor and commonalty in perpetuity.

The town of Bristol, as we have seen, originally consisted of a walled area situated in the angle formed by the junction of the Rivers Avon and Frome; it was surrounded by manors, whose owners held directly or indirectly of the Honour of Gloucester. Within this walled area there were burgages held by tenants who paid a langable rent direct to the Lord of the Honour, there were tenements held in capite by knight service which had been regranted by their holders to various under-tenants upon terms of which there is no direct evidence, and lastly there were the void grounds and places which John, by his charter of 1188, had granted to the burgesses, presumably as a body; we shall describe the first of these as the "original burgages."

An examination of the Langable Lists reveals the interesting fact that the rents paid for the original burgages were normally $3\frac{3}{4}$ d. or some multiple of that sum; variations can be accounted for by assuming that, on the division of original burgages, the rent may also have been divided.

A fixed langable rent on the grant of an original burgage was of frequent occurrence, as the charter provisions quoted by Ballard show.¹

An examination of the three lists in the Appendix shows that whereas the thirteenth and fourteenth century lists practically corresponded, the rents collected in the fifteenth century had considerably decreased in number; by the sixteenth century the total collection only amounted to £1 3s. 3d. Various causes must have contributed to this result; among them may be mentioned the change in the value of money, the decay and disappearance

¹ *British Borough Charters*, pp. 46 sqq.

of old buildings,¹ and, lastly, escheat; we may be sure that escheated burgages would be regranted at an economic rent.

When we turn from the original burgages to those which did not pay a langable rent to the Lord of the Honour (and these would be largely, but not entirely, situated in the suburb), we find not only that there appears to have been no unit of value, but also that the amount of the rents indicates a desire on the part of the landlords that they should be economic ones; this was only to be expected, and the fact is well illustrated by the rent roll of the commonalty recorded in *The Little Red Book of Bristol*,² where we find a payment as high as 20s.

It should be remembered that after the statute of *Quia Emptores* in 1290 new tenurial rents could not be created on the grant of a fee simple; the investor in house property, however, could overcome this difficulty by granting leases for years or lives, which were, of course, not affected by these provisions.³

The fact that a tenant in burgage paid a rent in discharge of all services does not serve to distinguish this tenure from socage, which was normally held on similar terms; but it offers an obvious contrast to villeinage, where the tenant, although he not infrequently paid a rent, was bound to do certain "works" upon his lord's land.

Lastly, it must not be assumed that "langable" rent necessarily implies burgage tenure; the term was, originally at any rate, frequently applied to rents paid by tenants who obviously did not hold by this tenure, and conversely it is often to be found that undoubted burgage rents were not so described. This caution is the more necessary because Hemmeon, in arguing a pre-Conquest origin for burgage tenure, has based his case very largely on the frequent mention of "Langabulum" in Domesday, a conclusion justly criticized by Stephenson.⁴

The absence of Feudal Incidents in Bristol calls for no special comment in this Introduction.

As in the case of English burgage tenure in general, so also in the case of Bristol burgage tenure in particular, the three peculiarities of mobility, a money rent in lieu of all services,

¹ See *infra*, p. 139, note 3.

² *The Little Red Book of Bristol*, ed. Bickley, vol. i, pp. 2 *sqq.*

³ It is a remarkable fact that an immense number of leases are referred to in the *London Letter Books* (see *Calendars of Letter Books*).

⁴ "The Anglo-Saxon Borough," *English Historical Review*, vol. xlv, p. 185.

and an absence of feudal incidents must engage our main attention, and accordingly in the account which follows these subjects are considered separately and in detail ; if this method of treatment produces three essays rather than one, it must be remembered that, to a greater or less extent, the rules of the Common Law were adopted in the boroughs, with the result that a complete statement of the land law in any one of them would involve many excursions into fields already explored by such authorities as Pollock and Maitland, and Holdsworth.

For the present work it has been found necessary to investigate not only documents at Bristol but also documents preserved in the Public Record Office ; indeed, these latter have, on the whole, produced the more valuable evidence.

(I) THE LOCAL EVIDENCE.

(a) Documents of Archive Quality.

The only documents of archive quality which bear on our present subject are in the archives of the Bristol Corporation.

(a) *Charters*.—Many charters are to be found among the city archives, but the necessity of inspecting the original documents is to some extent obviated (so far as the charters up to and including the 1373 charter are concerned) by the scholarly work, recently edited by Miss Harding, the Bristol City Archivist.¹

Deeds.—Curiously few early deeds possessing archive quality are available.

(b) *Proceedings and Memoranda*.—Pre-eminent among these is *The Great Red Book of Bristol*. Unlike *The Little Red Book of Bristol*, this volume is largely concerned with the private affairs of the burgesses, and so contains copies of numerous deeds and some wills ; the latter are of no particular interest, but the former have proved of value, and such of them as are of the fourteenth century have been summarized in the Appendix. The volume also contains an account of an Inquisition held in 1285 ; the answers of the jurors are often of the greatest importance, and have been freely used in the present essay. Finally, the volume supplies us with a fourteenth-century Langable List.

Next in importance is *The Great Book of Orphans* ; this contains copies of a large number of wills and of their probates, usually both in the Borough and Ecclesiastical Courts. It is unfortunate that no wills earlier than the end of the fourteenth

¹ *Bristol Charters* (1155-1373), Bristol Record Society, vol. i, 1930.

century¹ have been recorded; we should add, too, that however interesting these documents may be for other purposes, they very rarely supply direct evidence bearing on our subject; a comparative study of a large number of them, however, produces a definite weight of evidence on certain points. A calendar, which is generally reliable, has been edited by the Rev. T. P. Wadley.²

A volume containing copies of the Recognizances entered into by the guardians of infant children supplies valuable evidence on the subject of wardship in the borough. These documents were required by a charter of Edward III, so that the volume gives no information as to the procedure at an earlier date; a hint as to this is supplied by a document preserved in the library of Corpus Christi College, Cambridge,³ though the exact nature of this document and its reliability are both doubtful points.

*The Little Red Book of Bristol*⁴ is disappointing as a source of information on the present subject; its most important contributions are a statement of the rules to be observed on a grant of probate by the appropriate Borough Court⁵ and the petition leading to the charter of 1373.⁶

The records of the Borough Courts for the mediæval period are lacking,⁷ although a few extracts from the Rolls have been copied into *The Great Red Book of Bristol*; none of these, however, have proved to be of value.

*Ricart's Kalendar*⁸ contains some information of importance, but the early part of the list of mayors and other borough officers should be used with great caution; it will be pointed out hereafter that deeds were usually witnessed by the mayor and either the bailiffs or other borough officers, and they supply, therefore, valuable information as to the individuals filling these offices at given dates; it is the exception, however, to find this information agreeing with Ricart's until well into the fourteenth century.

(c) *Early Letter Books*. — These were, we understand, destroyed some years ago.

¹ The first will is dated in 1383.

² *Notes of Wills in the Great Orphan Book and Book of Wills*, printed for the Bristol and Gloucestershire Archæological Society, 1886.

³ MS. No. 405, fos. 236, 237; see also *supra*, p. 7, note 1.

⁴ Edited by F. B. Bickley, and published by the Bristol Corporation, 1900.

⁵ Pages 66 *sqq. infra*.

⁶ Pages 87 *sqq.*

⁷ Except, of course, the records dealing with Grants of Probate in the Borough Court and the Recognizances to which we have already referred.

⁸ *Ricart's Kalendar* (Camden Society, 1872).

(b) *Documents
not of Archive
Quality.*

Of documents not of archive quality there are:—

(a) A large collection of deeds in the Bristol Museum which has supplied the bulk of our thirteenth-century documents, and these, with the obvious reservation that they are not of archive quality, have furnished valuable evidence for the practice of thirteenth-century conveyancing in Bristol; they have even supplied evidence, in several instances, bearing directly on the peculiarities of burgage tenure.¹

(b) Considerable collections of deeds and other documents preserved by the various Bristol churches; in many cases, however, these documents when early in date are of a very miscellaneous character, and it is impossible to ascertain with certainty how or why the churches concerned came into possession of them, since they now rarely own the properties to which these refer. They may be odds and ends relating to properties lost at the Reformation.²

The All Saints' (City) collection, which contains a few thirteenth-century and a large number of fourteenth-century documents,³ is especially valuable. The documents are well preserved, and the custodians are very willing to make them available to students.

Interesting collections are also possessed by St. Ewen's and Christ Church, St. Thomas, St. Werburgh's, St. Nicholas, and St. Mary Redcliffe. Those of St. Mary-le-Port and St. James proved disappointing.

The reader should be warned that, considered as one of our sources, deeds are not of primary value; as a rule we are not told all the material facts of the transactions to which they relate, and ignorance of these may easily result in the drawing of wrong conclusions, a danger sensibly diminished if a large number of deeds be examined.

(2) THE PUBLIC
RECORD OFFICE
EVIDENCE.

In the Public Record Office two sources of information stand pre-eminent, the Assize Rolls and the Feet of Fines; but while giving an account of these, we also desire to mention other sources consulted, even though these produced disappointing or negative results; no research on a subject such as the present can be exhaustive, and it is well that the reader should know what sources still remain unexplored.

¹ *e.g.* conveyances by married women.

² We do not suggest that church deeds cannot be of archive quality; many of the later Bristol church deeds very obviously answer this description.

³ A summary of these is to be found in the Appendix.

(a) CHANCERY.

For our particular purpose the records in this group proved, on the whole, disappointing; references to them will be found in the text wherever they were of assistance, and at this point we shall limit our remarks to a few general observations.

Not all the charters granted to Bristol are to be found among the Corporation archives, and the Charter Rolls are of obvious value in supplementing our knowledge of these documents; the student will now have the assistance of Miss Harding's work for all dates from 1155 to 1373 (within which period the most important charters, from our point of view, were granted). Seyer's work¹ should be used with caution, since he omits a number of charters of importance.

The numerous licences to alienate into Mortmain, form the most important feature of the Patent Rolls, and although we have not dealt with this subject in the essay because the conveyancing practice in Bristol seems to have possessed no peculiarities in this respect, it may be briefly noticed here.

The Provisions of Westminster (1259) provided that it should not be lawful for men of religion to enter upon the fee of anyone without the license of the lord from whom the land was immediately held; these provisions were not re-enacted in 1267, but in 1279 the statute *De Viris Religiosis* stopped all sales or gifts of land to religious houses without the King's license;² before any such license was granted, an inquisition *Ad Quod Damnum* was held.

Even before 1259 the King had directed a mandate³ to the mayor and bailiffs of Bristol in the following terms:—

“Mandatum est Maiori et ballivis Bristoll' districte quod non permittant aliquos viros religiosos ingredi aliqua messuagia vel alia tenementa in villa regis Bristoll ex alicujus dono vendicione, vel assignacione, sine assensu regio, quominus jura regis ad regem pertinencia rex inde habeat.”

In addition, as we shall see,⁴ thirteenth-century Bristol deeds not infrequently contained a provision forbidding alienation to men of religion.

¹ *Bristol Charters*, 1812.

² See Holdsworth, *H.E.L.*, vol. ii, pp. 348–349, and vol. iii, pp. 86–87.

³ *Calendar of Close Rolls* (1251–1253), p. 364.

⁴ Page 101 *infra*.

The first entry relating to Bristol in the Patent Rolls is in the reign of Edward II,¹ although, no doubt, licences must have been granted long before this date ; the entries become increasingly frequent as time goes on.

The most important evidence furnished by the *Close Rolls* is that relating to escheat.

The *Parliament Rolls* contain an extremely interesting entry relating to the Assize of Fresh Force in Bristol ;² it refers to trials both in the Borough Court and in the King's Bench, and, since the appropriate entry in the *Coram Rege* Roll³ has been found, the two documents read together present a fairly complete picture of such proceedings in Bristol in the reign of Richard II.

Inquisitions, both *Post-Mortem* and *Miscellaneous*, can be dismissed in a few words ; not many of the former relate to Bristol, and, except for one⁴ which contains an early and extremely important statement on the custom of devise, even those which do, have not proved of much assistance. The latter contain an account⁵ of prolonged litigation relating to premises bought by Matthew le Packer from John de la Corderie ; as an illustration of mediæval legal procedure this is of interest, but it hardly assists the present inquiry.

(b) RECORDS OF THE COURT OF KING'S BENCH.

These have yielded an account of the extremely important case of *Leygrave v. Carleton* ;⁶ we must frankly admit that the magnitude of the task has, with this exception, deterred us from examining these records, but to one having time and opportunity they will doubtless yield material of value in the form of records of proceedings in error from the Bristol Borough Court.⁷

¹ *Calendar of Patent Rolls* (1307-1313), p. 596.

² See p. 89 *infra*.

³ See pp. 90 *sqq.* *infra*.

⁴ See p. 42 *infra*.

⁵ *Calendar of Miscellaneous Inquisitions*, vol. i, p. 452, vol. ii, p. 13 ; see also *Calendar of Fine Rolls*, vol. i, p. 341, and *Calendar of Close Rolls* (1307-1313), p. 382.

⁶ See p. 90 *infra*.

⁷ John's charter of 1188 provided that no burgess of Bristol should plead or be impleaded out of the walls of the town in any pleas except those relating to foreign tenures. This concession, which was jealously guarded, would obviously diminish the importance to us of the *Coram Rege* and *De Banco* Rolls. We may add that John's charter provision was supplemented by the charter of 1373, which gave the Borough Courts (with certain exceptions) exclusive jurisdiction.

(c) THE ASSIZE ROLLS.

The grant of exclusive jurisdiction to the Borough Courts in 1373 unhappily ended this series for Bristol; we say "unhappily" because the records in the Borough Courts have been lost, and therefore, apart from the Feet of Fines, the Assize Rolls supply our main and almost our only evidence of judicial proceedings in the borough for the mediæval period.

Charter provisions dealing with burgage tenure are few and deeds and wills offer us somewhat ambiguous evidence; but an account of a large number of legal proceedings in which the pleas of the contending parties are usually included, and which sometimes even contain an authoritative statement of custom by Corporation officials, obviously, supplies evidence of the greatest value.

(d) RECORDS OF THE COURT OF COMMON PLEAS.

1. *The Feet of Fines* relating to Bristol, commencing as they do in the reign of Richard I, and extending nearly to the end of the reign of Edward III, supply evidence which possesses the extreme merit of being both continuous and complete; from our point of view these documents are chiefly important for the light which they throw upon conveyances by married women and the extent of the latter's claim to Common Law dower.

It is somewhat curious that the Bristol series ceases in 47 Edward III and does not recommence until the reign of Henry VII;¹ the fact that Edward III's charter of 1373 gave jurisdiction in the matter of fines to the mayor and sheriff seems, at first sight, to explain why the series should have come to an end when it did, but there are difficulties in the way of accepting this explanation; a fine was more than a judicial proceeding, it was also a conveyance; it was the practice to engross the Final Concord in triplicate on one parchment and to cut this into three parts, one of which was handed to each of the parties and the other retained by the court. The portion handed to the parties would probably be preserved by them as part of their title deeds, and yet, among all the Bristol deeds examined, not one Final Concord relating a fine levied in the Borough Court has been found.

This almost suggests that after 47 Edward III the Bristol burgesses discontinued for a time the practice of levying fines.²

¹ The *Notes of Fines* have not been examined.

² Two Final Concords have been found amongst the All Saints' documents (Nos. 213 and 246); they both relate to fines levied in the Common Pleas in the reign of Henry VI; but both documents have polled edges, and are, therefore, not originals.

A statute passed in the reign of Edward III¹ deprived fines generally of their most valuable attribute, abolishing as it did the effect of non-claim;² the passing of this statute may account for the alteration in the burgesses' attitude to these transactions.

A fine levied with proclamations regained its preclusive effect in the reigns of Richard III and Henry VII,³ and the fact that the Bristol series seems to have recommenced in the latter period to some extent supports our explanation.

A Calendar of the Bristol Feet of Fines up to 47 Edward III is to be found in the Appendix.

2. *The De Banco Rolls.* A detailed examination of any number of these would be a heavy and, for our present purpose, a somewhat unprofitable task. We have already referred⁴ to the charter provisions which culminated in a grant of exclusive jurisdiction to the Borough Courts; to have commenced an action in the Common Pleas would have been a direct infringement of one of the borough liberties, which would usually have led to intervention by the mayor and bailiffs, who would claim their court.

(e) RECORDS OF THE EXCHEQUER.

These, so far as they have been examined and except for the *Customs Accounts*, have helped us very little. *Domesday Book* gives us remarkably scanty information on the subject of Bristol,⁵ and the references to Bristol in the *Hundred Rolls* are quite useless for our present purpose.

A large number of Enrolled Escheators Accounts have been examined with negative results, but among the Ministers Accounts a thirteenth-century Langable List has been found which has proved valuable, and forms part of the Appendix.

Lastly, an examination of the *Calendars of Ancient Deeds* has revealed only a few unimportant deeds relating to Bristol.

¹ 34 Edward III.

² Before this statute strangers to the fine were precluded from disturbing its effect if they failed to make their claim within a year and a day (see Cruise on *Fines*, 1786 Edition, pp. 140 *et seq.*; Holdsworth, *H.E.L.*, vol. iii, pp. 240 *sqq.*).

³ Statutes, 1 Richard 3 and 4 Henry VII (see also Cruise on *Fines*, pp. 171 *sqq.*).

⁴ Page 36, note 7, *supra*.

⁵ We have quoted the most important entry on p. 4 *supra*.

Hemmeon's *Burgage Tenure in Mediæval England* (1914) is the only published work which deals exclusively with this subject, and, invaluable though it is, it possesses the disadvantages of any work which attempts to compress so large a subject into small compass: the general principles are there, but details are lacking.

Miss Bateson's work¹ deals in part with customs relating to burgage tenure, but it was never intended to satisfy the needs of a student desiring to investigate the tenure of a particular borough in detail, though it supplies valuable material for comparative purposes; the same remark applies to Ballard's *British Borough Charters*.

A list of works on the history of Bristol is to be found in the *Bibliography of British Municipal History*, by Gross (1915).² Our experience confirms Gross's opinion that Seyer's *Memoirs of Bristol* (1821) is the most reliable work.

* * * * *

Even had the material been available, the limited scope of the present work would have made any extensive comparison between Bristol customs and the customs of other boroughs in England and on the Continent impracticable; but, in truth, much work still remains to be done before such a comparison can be undertaken on a scale sufficiently large to be entirely satisfactory; although considerable progress has been made, the systematic publication of English borough records is still almost in its infancy.

Hemmeon has remarked upon the scant attention hitherto bestowed upon the tenurial side of English borough development, and it is in the hope of exonerating Bristol from this very just reproach that the present work is offered to the reader.

¹ *Borough Customs* (1904-1906), and especially vol. ii. Published borough records are of great importance; particulars of those consulted and found of value appear in the Bibliography.

² See pp. 178, 179.

DEVISE

POWER OF DEVISE.

However they may differ in other respects, all authorities agree that the essential peculiarity of burgage tenure is the power of devise by will. There seemed at one time to be some possibility that, in spite of Glanville's statement to the contrary, the Common Law would recognize a similar power, and Bracton hesitated as to the validity of a devise of land which had been granted to a man, his heirs, assigns and devisees, although he seemed to incline to a negative view; shortly afterwards, however, the Common Law finally decided against the power, and continued to offer a sharp contrast to Borough Custom until the passing of the Statute of Wills.

The power of devise of land held in burgage tenure was sometimes granted by charter and sometimes claimed by immemorial custom, and its extent varied considerably in different boroughs; there is ample evidence available to prove both its customary origin and its extent in Bristol, and the extreme importance of this subject justifies a careful review of the evidence.

(a) In the case of Humfrey¹ of Bath and Ota his wife v. Thomas son of Thomas, the jury stated that the defendant had the greater right:—

“Secundum consuetudinem ville quia predictus Lamb’
[1221] [father of Ota] laborans in extremis dedit messua-
gium illud Alicie uxori sue ut Catallum suum.”

(b) According to a Bristol Customal:—²

“Et quod quilibet burgensis possit legare in testamento
[circ. suo omnes terras redditus et tenementa que habuerit
1240] de suo perquisito infra metas ville et disponere
inde in ultima voluntate sua sicut de bonis suis
mobilibus.”

¹ Assize Roll 271, membrane 9.

² Corpus Christi College, Cambridge; M.S. No. 405, p. 236.

(c) In¹ the case of Mabel, daughter of William le Blund, and Cecilia, her sister, v. Richard Adrien the jurors made the following statement :—

“Adam Horeye in ultima voluntate sua
[1248] secundum consuetudinem ville legavit predicta duo
messuagia”

(d) In the case² of Robert Pykard v. Robert Turk and Elicia his wife, the mayor and commonalty made the following statement of the custom :—

“Burgenses in Burgo isto diversimode possunt legare tenementa sua que habent de perquisitione diversimode quia possunt in ultima voluntate sua legare hujusmodi
[1269] tenementa extraneis personis per voluntatem suam vel ad terminum vel in feodo, et extranea persona cui hujusmodi tenementum sic fuerit legatum tenebit predictum tenementum.”

(e) In an inquisition³ concerning the properties of Johanna de Lidiard the jurors made the following statement :—

“Predicta Johanna tenuit quamdam placeam vacuam que fuit predicti Johannis viri sui cui illa descendit per mortem Georgii de Lidiard fratris sui in Bradestrete . . . et que tenementa [*this refers to other properties as well*] predicta Johanna clamat tenere ratione testamenti predicti Johannis in quo continetur quod ipse ei ea legavit et tamen contra consuetudinem ville eo quod consuetudo ville Bristollie talis est, non licet alicui legare hereditatem sibi descendentem.”

(f) The following recital⁴ is contained in a deed :—

“Cum secundum consuetudinem ville Bristollie hactenus in eadem optentam et approbatam liceat unicuique burgensi ejusdem ville terras et tenementa sua que sibi adquisierat in villa Bristollie et suburbio ejusdem ville in testamento suo et ultima voluntate sua cuicumque sibi placuerit tanquam catalla sua legare et assignare.”

¹ Assize Roll 273, membrane 27.

² Assize Roll 275, membrane 37. This case is further discussed on p. 59, note 2.

³ *Calendarium Genealogicum*, vol. i, p. 313.

⁴ *The Great Red Book of Bristol*, fo. 58b.

(g) The following recital is contained in another deed :—¹

“Cum prefatus Johannes Hyham in testamento suo et ultima voluntate sua secundum consuetudinem ville [1408] Bristollie quoddam tenementum in quo inhabitavit die quo obiit in villa Bristollie in Bradstrete et quod nuper adquisivit de Thoma Man Fuystour prefate Juliane [*his wife*] ad terminum vite sue legasset, etc.”

There is one other restriction which should be mentioned before the evidence is examined. Pollock and Maitland have pointed out² that one of the characteristics of a true will is its ambulatory character, that is to say its power of disposing of property not possessed by the testator at the date of the will, but subsequently acquired by him. The Common Law never admitted that a will dealing with real property (it was otherwise in the case of personal property) had this characteristic, and Bristol wills formed no exception to this rule. In almost every case they dealt with specific properties described in the greatest detail; residuary devises were extremely rare, and it is also noticeable that, as a rule, wills were made only a very short time before death, as appears from a comparison of the date of the wills and the probates. This feature is not peculiar to Bristol wills.

The evidence already cited raises the important questions of how and when the power of devise originated, and to what extent it was restricted.

(a) *How and when the Power of Devise originated.*

The statement of the mayor and commonalty in the case of *Pykard v. Turk* refers to the custom, but without any attempt to prove its existence by reference to charter provisions, and this fact is sufficiently significant to justify the inference that such provisions did not exist; nor does it seem probable that, if they did, the mayor and commonalty would have been required to particularize the rules on the subject. However this may be, the actual evidence shows the custom to be a very old one, since Adam Horey's devise in 1248³ was expressed to be “according

¹ *The Great Red Book of Bristol*, fo. 74b. Similar recitals are to be found in a deed of 1400 (All Saints' documents No. 146), in another deed of the same date (All Saints' documents No. 147), in another deed of 1403 (All Saints' documents No. 163), and in another deed of 1414 (All Saints' documents No. 109). An examination of a very considerable number of deeds has shown no statement of the custom later than 1414.

² *H.E.L.*, vol. ii, p. 315.

³ See p. 42.

to the custom of the town," and in the case of Humfrey¹ of Bath and Ota v. Thomas it was also referred to as existing in 1221; this talk of "custom" would be out of place in a reference to a new rule. John, in his charter of 1188,² provided that, with respect to lands and tenements which were within the town, they should be held by the burgesses according to the custom of the town, and it may well be that this custom of devise was one of those referred to.³

Perhaps, also, Henry II had it in mind when he granted Dublin to his men of Bristol in 1172, with all the liberties and free customs which the men of "Bristowe" had in "Bristowe."

Miss Mary Bateson remarks⁴ :—

"The Burgess's freedom to devise land, subject to certain restrictions, must be regarded, not as a characteristic burghal reform, but as a retention of an old principle, generally accepted at one time, from which the Common Law came to deviate. . . . But the boroughs, armed like London with charters containing very general clauses, granting that land in the borough should be subject to the custom of the borough,⁵ continued to deal with land in the old way, merely converting the post-obit gift into a devise which had truly testamentary features."

The force of this statement is apparent. The Bristol rule seems to date back to a time when it may well have shaded off into that post-obit gift which, though of pre-Conquest origin, the Norman kings continued to permit.⁶

(b) *Restrictions on the Power of Devise.*

It is quite clear that in Bristol (as in many other boroughs)⁷ a distinction was originally drawn between land acquired by inheritance and that acquired by purchase (*i.e.* in any other way) by permitting the devise of the latter but not of the former; this distinction ultimately disappeared, though it is difficult to

¹ See pp. 41 and 107.

² *Bristol Charters*, ed. Harding, p. 11.

³ If Miss Bateson is correct in assuming that the provision in John's charter "quod nulla recognitio fiat in villa" referred to the assize of Mort d'Ancestor, this surmise becomes a certainty (see further pp. 81 and 84 *sqq.*).

⁴ *Borough Customs*, vol. ii, pp. xcii–xciii.

⁵ For Bristol see note 2 above.

⁶ Pollock and Maitland, *H.E.L.*, vol. ii, pp. 323 *sqq.*; an instance of a post-obit gift is to be found on p. 248; see also Introduction, *supra*, p. 20.

⁷ See *supra*, p. 21, note 2.

say exactly when it did so ; Hemmeon suggests¹ the end of the thirteenth century, but this can hardly be so in the face of the early fifteenth-century evidence which we have adduced,² and since we have found no reference to it after 1414 it may be suggested that the distinction disappeared during the first half of the fifteenth century, and that a statement made in the year 1492³ may be taken at its face value.

Such restrictions as existed would be imposed in favour of the heir on the one hand and of the wife or husband on the other,⁴ and each of these cases requires separate examination.

1. THE POSITION OF THE HEIR.

It is obvious that, so long as the distinction just referred to existed, the heir could make good his claims to his ancestors' land of inheritance, but it seems equally clear that, as against his ancestors' devise, he could claim nothing else : the force of such expressions as :—

“ quia⁵ possunt in ultima voluntate sua legare hujusmodi tenementa extraneis personis per voluntatem suam vel ad terminum vel in feodo, et extranea persona cui hujusmodi tenementum sic fuerit legatum tenebit predictum tenementum . . . ”

and

“ secundem consuetudinem ville Bristollie . . . liceat unicuique burgensi . . . terras et tenementa sua que sibi adquisierat in villa Bristollie . . . in testamento suo et ultima voluntate sua cuicumque sibi placuerit . . . legare et assignare ”⁶

can hardly be mistaken ; nor do the wills supply the smallest evidence inconsistent with this conclusion.

2. THE POSITION OF THE WIFE.

We have seen that, in the contest between heir and devisee, the claim of the heir emerged as a moral right rather than a

¹ *Burgage Tenure in Mediæval England*, p. 134 ; his reference to *The Little Red Book of Bristol* in footnote 2 on the same page is inaccurate. *The Little Red Book of Bristol* is not an authority for such a proposition.

² See p. 43.

³ “ All messuages therein can be devised and bequeathed by the will of the person seised thereof.”—Hemmeon, *Burgage Tenure in Mediæval England*, p. 134, note 1.

⁴ There is no evidence of any restriction in favour of the lord.

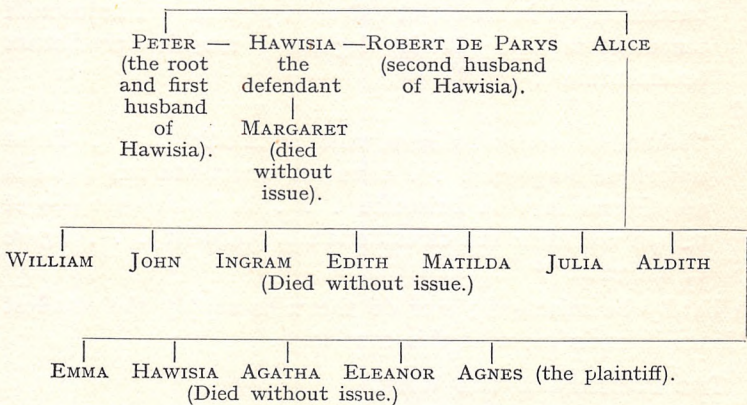
⁵ See p. 42, paragraph (d).

⁶ See p. 42, paragraph (f).

legal one;¹ while the wills show that on the whole the moral claims of children were respected (and, indeed, the younger children benefited, in that the testator was enabled to prevent the injustice which would otherwise have resulted from an application of the primogenitary rule), testamentary disposition was given that element of flexibility which burgage tenure required; it seems improbable, however, that the wife was similarly placed. At the risk of some inelegance in arrangement, it is proposed at this point to deal rather more fully with the wife's claims to dower and freebench in Bristol than the present argument strictly requires.

A case recorded in the Assize Rolls² defines the Bristol customs as to dower and freebench in the year 1269, and its importance justifies a detailed account.

Agnes Huchet claimed against Hawisia, wife of Robert of Parys, two parts of a burgage with its appurtenances in Bristol. The plaintiff claimed as heir of one Peter, the following genealogical table supplying the details:—



The defendant admitted Peter's seisin, but stated that she was Peter's widow, and was endowed by him at the church door with the tenement in dispute, wherein she claimed a dower interest only, which Agnes was bound to warrant.

The plaintiff admitted the marriage, but denied the dower, stating that the defendant, after Peter's death, remained in the tenement by virtue of her freebench according to the custom of

¹ So far as lands of purchase were concerned.

² Assize Roll 275, membrane 36.

Bristol, which, also according to the custom, she lost on re-marriage, so that the plaintiff's claim as heir became good.

An inquiry as to the customs of dower and freebench of Bristol was interposed, and elicited the following statement from the mayor and commonalty:—

“Quod vir potest dotare uxorem suam ad hostium ecclesie de toto tenemento suo vel de medietate vel de tertia parte vel de quali porcione voluerit et tenementum quod ei sic assignatum fuit in dotem remanebit uxori tota vita sive iterum maritaverit sive non. Dicunt etiam qualitercumque vir dotaverit uxorem ad hostium ecclesie capitale messuagium quod vir et uxor inhabitare solebant nichilominus remanebit uxori tenendum nomine Franci Banci sui quamdiu vixerit in viduitate. Set dicunt quod uxor per acceptionem alterius viri amittit Francum Bancum suum quod tenuit de primo viro suo salva sibi dote sua que ei fuit assignata ad hostium ecclesie.”¹

Hawisia was then asked whether she claimed two parts of the messuage by virtue of dower or freebench; she stated in reply that Peter endowed her with the whole messuage. Agnes denied this, stating that Hawisia was endowed with the third part only, and that her claim to the remaining two parts was by way of freebench, which she lost by her re-marriage. The case was decided in favour of the defendant, on the ground that Peter endowed her with the whole messuage.

There are a number of other cases relating to dower mentioned in the Assize Rolls, some of which should be referred to:—

(a) Cecilia,² widow of Simon Ivo, claimed from Robert Ivo two messuages in Bristol as her dower “unde predictus Simo quondam vir suus eam dotavit, etc., die, etc., per assensum et voluntatem Ivonis patris sui.” Robert denied that he held the messuages in question, and said that Christina, wife of Ivo (the

¹ According to the custom of Oxford when a woman held any tenement which had been her husband's for forty days in the name of freebench and afterwards re-married she was not allowed in any manner to have dower out of it (*Oxford City Documents*, p. 234, and *supra*, p. 24, note 1). According to the London custom, if she married again she lost her freebench and her dower in the premises, saving her dower of other tenements as the law required (*Ricart's Kalendar*, p. 102). In the Bristol case the widow was endowed “ad hostium” out of premises in which she would have been entitled to freebench, but claimed them “nomine dotis,” and so, presumably, would be protected even if Bristol had had a custom such as that of Oxford.

² Assize Roll 271, membrane 9 (dors.) (1221).

father) held them in dower. This is interesting as an instance of dower "*ex assensu patris*."

(b) Christina,¹ widow of Peter Clerk, claimed from Peter, her son, 100s. rent as her dower; her allegation was as follows:—

"Predictus Petrus quondam vir ejus ipsam dotavit per cartam suam quam profert et que testatur quod predictus Petrus Clericus dedit et concessit Cristiane uxori sue nomine dotis centum solidos redditus provenientes de acquisitionibus ipsorum Petri et Cristiane videlicet quibuscumque locis dicta Cristiana maluerit eos recipere. Salvis tamen dicte Cristiane omnibus messuagiis . . . in Smalstrete et in Cornstrete que fuerunt de feodo Roberti la Warre."

The defendant denied this allegation, and stated that his father endowed her out of lands at Newport Paynel in the County of Essex. The jury, however, upheld Christina, stating that her husband never had any land at Newport Paynel, and that he endowed her at the church door with 100s. rent and afterwards "fecit ei predictam cartam de predicta dote"; the parties subsequently came to an agreement which is recorded among the Feet of Fines.² The case is interesting as illustrating a grant of dower out of after acquired property.³ The use of a charter at this early date is rather unusual, since the endowment at the church door was usually considered sufficient evidence of the endowment.⁴

(c) Isabell,⁵ widow of Henry Aylward, claimed from Henry de Gaunt one-third of four acres of land in the suburb of Bristol as her dower by the writ of "*unde nichil habet*"; the defendant alleged that he ought not to answer because the plaintiff had already brought an action of writ of right of dower in the Borough Court. This objection was upheld.

(d) Elena,⁵ widow of Richard le Burgeys, claimed from John Aylard a messuage in Bristol—

"in dotem suam, etc., unde predictus Ricardus quondam

¹ Assize Roll 273, membrane 26 (*dors.*) (1232).

² See Calendar of Fines, No. 13.

³ This was permissible; see Pollock and Maitland, *H.E.L.*, vol. ii, pp. 420, 421.

⁴ In the reign of Edward III a deed was required in the case of dower *ex assensu patris*, because there could be no livery of seisin. Similar reasoning would apply to dower of after acquired property (see Holdsworth, *H.E.L.*, vol. iii, p. 191).

⁵ Assize Roll 273, membrane 27 (*dors.*) (1232).

vir ejus ipsam dotavit ad hostium ecclesie, etc., unde nichil habet, etc."

The defendant stated that—

"Elena habet dotem suam de tenemento quod fuit predicti Ricardi quondam viri sui in Gloucestria et in brevi suo continetur quod nichil habet de tenemento predicti Ricardi in dotem."

The parties ultimately came to an agreement.

(e) Nicholas de Okesford¹ claimed from John de Grendon and Johanna his wife a messuage in Bristol—

"unde idem Johannes et Johanna non habent ingressum nisi per magistrum Hospitalis Sancte Katerine extra Bristoliam cui Mabillia que fuit uxor Godefridi le Loksmyth illud dimisit que illud tenuit in dotem de dono predicti Godefridi, quondam viri sui, fratris predicti Nicholai cujus heres ipse est."

The defendants appeared and vouched the Master of the Hospital to warranty. The latter stated, firstly, that the messuage was the purchase of Geoffrey, who by his will directed that it should be devoted to pious uses, and that for this purpose it should be disposed of by his wife Mabel and John and Alan Smyth, whom he appointed executors; secondly, that the executors enfeoffed him and his Hospital "pro uno capellano inveniando ad celebrandum . . . etc"; and, thirdly, that Mabel did not hold the messuage in dower nor had she any right in it except as her husband's executrix.

The plaintiff replied that Mabel held the property after her husband's death for upwards of six years "nomine Franci Banci," and afterwards enfeoffed the Master of the Hospital. The jurors upheld the Master's story.

This case is interesting, firstly because of its suggestion that the property was one in which the widow had a right of freebench. If this were so it would be an authority for the proposition that the right of freebench could be defeated by the husband's will; this, however, seems more than doubtful, having regard to the principle laid down in the leading case, and it is probable that the plaintiff's story as to this was pure invention; and, secondly, because it suggests that in 1269 a testamentary disposition

¹ Assize Roll 275, membrane 36 (*dors.*) (1269). Another claim by the same plaintiff against the Master of the Hospital relating to a piece of land was met by the same defence.

defeated any right that may then have existed to Common Law dower¹ ("Nec aliquid in eo habuit post mortem predicti Godefridi viri sui nisi tanquam una executorum predicti Godefridi").

(f) Dionisia,² widow of Richard le Cureys, claimed against Peter de Merk two parts of a messuage in Bristol as the dower granted to her at the church door by her husband. Peter admitted that the property formerly belonged to Richard, who held it of him at an annual rent of one mark, but he said that Richard being in his debt, by a certain charter granted him the premises to be held in fee, upon the condition that if the debt were repaid the premises should revert to Richard. Peter, while denying that the debt had been repaid, expressed his willingness that the widow should have her dower (paying, however, the rent of one mark), the property reverting to him after her death.

(g) In a claim by William de Egerton³ and Juliana his wife against Henry de Berewyck the jurors stated that—

"Quidam David primus vir ipsius Juliane assignavit eidem Juliane die quo ipsam desponsavit predictum redditum in dotem *secundum consuetudinem burghi Bristollie*. . . ."

And in a claim by Egidius de Barnaby³ against Alice, who was the wife of John Keneward, the defendant stated in her pleadings that—

"Johannes le Cordewaner primus vir ipsius Elicie et antecessor predicti Egidii cujus heres ipse est, die quo ipsam disponavit assignavit predicta tenementa tenenda ut liberam dotem suam *secundum consuetudinem ville Bristollie absque aliquo inde reddendo* et profert quoddam scriptum sub nomine ipsius Johannis le Cordewaner quod hoc testatur. . . ."

(h) The other cases present no points of particular interest.⁴

These cases certainly suggest that in the latter part of the thirteenth century the widow's claim was limited to her dower at the church door and to freebench ; they are silent as to Common

¹ This is an isolated piece of evidence, and without knowledge of the general facts does not outweigh the conclusions hereafter arrived at.

² Assize Roll 275, membrane 38.

³ Assize Roll 278, membrane 15 (*dorso*).

⁴ Assize Roll 273, membrane 25 (*dower*) ; Assize Roll 273, membrane 26 (*dower*) ; Assize Roll 275, membrane 40 (*dower*) ; Assize Roll 278, membrane 15 (*dower*) ; Assize Roll 278, membrane 17 (*dower*) ; Assize Roll 1182, membrane 3 (*freebench*). There is also a deed quoted on p. 264 which deals with freebench.

Law dower, and although this silence is hardly surprising seeing that the latter right was only beginning to emerge,¹ it leaves open the difficult question as to whether Bristol ultimately accepted the Common Law rules.

The matter is more complicated than would at first sight appear, because, setting aside for the moment the case of land of inheritance, we are confronted with three possibilities: the rules might have been accepted without qualification of any kind, or with the qualification that the husband's *inter vivos* dispositions were not to be interfered with, or in the case of intestacy only. Each of these possibilities requires consideration.

(a) *Were the Common Law rules accepted in their entirety?*

We shall see,² when considering the question of alienation *inter vivos*, that there is good reason for believing that this variety of disposition was either unrestricted by any claim of the widow's analogous to Common Law dower, or that, by some appropriate formality, her claim could be barred. The evidence is reinforced by the consideration that at this point the conflict between the wife's claim and the demands of mobility would be most intense; while to prevent a trader from disposing of his property by will might be unfair, a serious restriction on his dealings with it *inter vivos* could easily prove disastrous. Real property became a popular form of investment, but traders' investments must needs be mobile.

(b) *Were the Common Law rules accepted with the qualification that the husband could alienate "inter vivos"?*

There is probably no borough with more abundant evidence of its customs than London, and yet on the subject of special customs relating to dower evidence is almost entirely lacking.³ To attempt to explain this on the ground that the subject was unimportant would, of course, be absurd; the only alternative, however, is to assume that the records are silent because no special customs existed;⁴ in other words, because London followed the Common Law.⁵

¹ Pollock and Maitland, *H.E.L.*, vol. ii, p. 421.

² Pages 109 *sqq.*

³ See *supra*, p. 26, note.

⁴ There is ample evidence as to the custom of freebench, which was a far less extensive right than that of dower.

⁵ Except that a married woman was allowed to bind herself by a deed enrolled with due formalities.

Nor was London the only borough that did so. Unless a Northampton¹ husband, with due formalities, endowed his wife with a definite sum of money, she was entitled to her dower according to Common Law. Her husband, if he desired to alienate *inter vivos*, was required to procure his wife's release, which, again, was a formal matter requiring enrolment. The Custumal says nothing of her husband's devise, but there can be no reasonable doubt that Common Law rules applied. Norwich had a very similar custom.¹

If we turn to other boroughs we find customs which varied the amount of the dower, and customs which gave the wife dower only out of tenements of which her husband died seised; but here again what we do not find is any custom regulating the wife's position to her husband's devisee.

It is a regrettable fact that, after careful examination of the available sources, no direct Bristol evidence has come to light bearing on the question under discussion. Any inference drawn must be on the balance of probability. That such a borough as London followed the Common Law in this matter would incline us to the belief that Bristol did the same; this inference is somewhat reinforced by the fact that London was Bristol's "parent borough." As Ricart says in his *Kalendar*, "this worshipfull toune of Bristowe hath taken a great president of the noble Citee of Londone in exerciseing theire laudable customes."

Certain arguments, however, may be urged against this view. For example, assuming that devise were not permitted, there would be no difficulty in dealing with a widow's dower claim, which merely had to be balanced against the claim of the heir. On the other hand, if devise were possible, the matter became far more complicated, because the wife's claim would then have to be reconciled with the claims of possibly numerous devisees.

This argument would obviously apply to any borough which permitted devise (almost all of them did), and it may be assumed, therefore, that some method of overcoming this difficulty was discovered.

A hint as to what this method was may be found by considering the conveyancing methods adopted by the Common Law lawyers after the Statute of Wills had placed them in a somewhat similar predicament.

Wood's *Compleat Body of Conveyancing in Theory and Practice*,²

¹ See *supra*, p. 25, note 1.

² Page 535; see also the precedent on p. 534 (2) *ibid.*

which was published in 1749, contains, for instance, the following precedent :—

“ Provided further and my will expressly is, that in case my said wife H. R. shall not accept of the provision and legacies hereinbefore by me made and given her as aforesaid, and shall at any time or times hereafter prosecute any action or suit for Dower, Thirds,¹ or any other part of my Estates, Real or Personal (other than what I have hereinbefore devised and given her) then and in that case the said several annuities of £100 and £100 amounting together to £200 per annum, and each of them and all other legacies and Bequests hereby by me before given or intended her, shall cease and be void to all Intents and Purposes : any Thing, etc.”

In other words, although the wife had a technical dower claim it was not worth her while to enforce it.

Now if the first seventy Bristol wills enrolled in *The Great Book of Orphans* be examined it will be found that in forty-four of them there was a substantial devise to the wife, usually of a life interest ; of the remainder a few were made by women, and a good many by testators who were apparently either widowers or bachelors. We do not suggest that the wills contained an express clause providing that the widow should forfeit her devise if she claimed dower, but we do suggest that if she accepted the devise, and it was at least as substantial as her dower could be, she would hardly have succeeded in an action claiming the latter. If this be so, the difficulty which we have propounded was more apparent than real.²

Again, there is the Nottingham precedent, according to which a devise of property in the English borough barred the widow's dower claim.

Even if this were the custom in Nottingham it in no way follows that there was a similar one in Bristol. Apart from this, however, it may be pointed out that twenty-three years after this case had been decided a Nottingham³ jury found in favour of a wife

¹ This is a reference to Legitim, which was given to a wife by the Custom of London at that time.

² If this view be correct, borough custom developed along the lines subsequently followed by the “ jointure,” as to which see Holdsworth, *H.E.L.*, vol. iii, p. 196.

³ See *supra*, p. 25, note 1.

who alleged a custom that a husband's conveyance *inter vivos* would only bar his wife's dower claim if the sale were on account of necessity. To suggest that the husband was so rigidly restrained in the matter of his alienation *inter vivos* but was unrestrained in the matter of devise seems hardly reasonable, and accordingly the authority of the first case may be doubted.

Again, it may be suggested that it would be unreasonable to assume a greater measure of protection to the wife than to the heir.

This, however, beyond any question existed in London. A testator could, by the fourteenth century at any rate, devise his property without regard to his heir, but, devise or no devise, his wife was entitled to her freebench.¹ In the matter of alienation *inter vivos*, which is obviously an *à fortiori* case, a Norwich heir, except for an extremely limited right of pre-emption,² had no right to control his ancestor's alienation; the widow's dower claim, on the other hand, was good as against the alienee, unless she consented with due formalities.³

Finally, it may be urged that the custom of devise was usually expressed in very comprehensive language. The testator could dispose of his property "to whomsoever he desired," or some similar expression. To impose such a limitation as a wife's dower claim would be to create an obvious inconsistency.

This would be true enough if the language of the custom could be taken at its face value, but it is quite clear that it could not be. Nothing could be more comprehensive than the language of the London custom, and yet the testator could not deprive his widow of her freebench, neither could a Bristol testator, although according to the custom he could devise his tenements to whomsoever he wished.

On the balance of probability (and we have nothing better to offer) we infer that Bristol, London, and indeed almost every borough, followed the Common Law in the matter which we are discussing, but that in practice the difficulty was overcome by making suitable testamentary provision for the widow.

(c) *Were the Common Law rules accepted on an Intestacy?*

No really satisfactory evidence on this point has as yet come

¹ Except that land of inheritance could not be devised; Bristol had the same custom.

See *supra*, p. 18, note 1.

See *supra*, p. 25, note 1.

to light,¹ but the balance of probability seems to point to the affirmative; the heir's claim would in this case be admitted, and if so there seems no logical reason for excluding the widow; it seems possible to infer that the Bristol custom followed the Common Law, the rules of which it adopted, it is significant to notice, in the case of inheritance.²

3. THE POSITION OF THE HUSBAND.

We shall see in the next section that it is at least doubtful whether the married woman in Bristol had any power of devise without her husband's consent, and it is quite certain that her right of alienation *inter vivos* was subject to her husband's control. These facts would suggest that the husband was entitled to an estate by the curtesy, and the records support this hypothesis:—

(a) Elias,³ son of William of Bristol, alleged that Master Thomas le Mareschal and others had disseised him [1287] of a garden, etc., in Bristol. The defendants pleaded that Thomas held the garden by grant of the Queen, confirmed by the King.

The plaintiff pleaded that "*quedam Isolda mater sua, cujus jus et hereditas predictum tenementum fuit, obiit seiscita de predicto tenemento in dominico suo ut de feodo post cujus mortem quidam Willelmus, quondam vir ipsius Isolde, tenementum illud tenuit per Legem Anglie toto tempore suo. Et . . . post mortem predicti Willelmi idem Elyas intravit in predicto tenemento ut in illo quod ei descendebat jure hereditario . . . etc.*"

¹ A case in Assize Roll 1350, membrane 28 (*dorso*), may be in point:—

Matilda, daughter of Matthew le Pakkere, claimed tenements of which she alleged that Nicholas Fremband and others had disseised her. One of the defendants pleaded as follows:—

"Et predicta Alicia dicit quod ipsa fuit uxor cujusdam Ricardi atte Ropeselde cujus predicta tenementa quondam fuerunt et quod ipsa tenet tertiam partem predictorum tenementorum nomine dotis de hereditate predicti Thome. . . ."

Thomas pleaded as follows:—

"Et pro predicto Thoma tam quoad duas partes quas predictus Thomas tenet quam ad tertiam partem quam predicta Alicia tenet predictorum tenementorum dicit quod predicta Matilda injuste tulit assisam versus eum quia dicit quod quidam Ricardus de la Cordereye frater ipsius Thome cujus heres ipse est obiit seiscitus de predictis tenementis in dominico suo ut de feodo post cujus mortem ipse intravit in predictis tenementis ut frater et heres ipsius Ricardi propinquior et eandem tertiam partem prefate Alicie assignavit in dotem."

² See pp. 75 *sqq.*

³ Assize Roll 278, membrane 18 (or 19).

(b) A fifteenth-century deed¹ recites:—

(a) That Johanna wife of Robert Asscheley died seised of Bristol premises in Broad Street and [1447] elsewhere.

(b) “Et prefatus Robertus eadem messuagium etc. [other properties specified] . . . tenuit *per Legem Anglie*² post mortem dicte Johanne et de tali statu inde obiit seisitus. . . .”

It is a little curious that these are the only direct references to the husband's right which have, up to the present, been found; two wills, however, seem to afford some indirect evidence.

Katherine Calf's³ will referred to part of the property thereby disposed of as property in which her husband had a life interest. Christina Chesewell's⁴ will did the same thing.

Since neither will devised the life interest, but treated it as already subsisting, it was probably a curtesy interest.⁵

THE WIFE'S POWER OF DEVISE, GENERALLY.

Ricart, in his *Kalendar*,⁶ states that according to the Custom of London married women could not devise tenements even with

¹ All Saints' documents No. 196.

² There is evidence of a similar right at Norwich (*Records of Norwich*, vol. i, p. 156); at Northampton (*Records of Northampton*, vol. i, p. 217); and London (*Calendars of Letter Book E*, p. 294, and of *Letter Book F*, p. 76); in the Four Boroughs (Bateson, *Borough Customs*, vol. ii, p. 112); at Waterford (*ibid.*, p. 113). In Colchester and Dover curtesy could be claimed whether issue were born or not (*ibid.*, pp. 112, 114). In Godmanchester the husband was entitled to a life interest in the whole, if he and his children came to an agreement as to their support. In default of this the husband took the chief messuage as it stood and half the remaining tenements, the children took the other half. If no children were born the husband took a half (*ibid.*, p. 114). These rules, where they differ from the Common Law, show some, but not a complete, resemblance to the Custom of Gavelkind, according to which the husband (whose right was described as freebench) was entitled to half his wife's gavelkind lands whether issue were born or not, but lost his right on remarriage (see Robinson, *Gavelkind Tenure*, pp. 177 *sqq.*).

³ Wadley, *op. cit.*, p. 23.

⁴ *Ibid.*, p. 80.

⁵ The Norwich Custumal provides as follows:—

“And if she shall have born him a child . . . she may devise it (*i.e.* the tenement) so that after the death of her husband there be remainder to her devisee according to the form of the testament, provided however that her husband to whom she has borne a child shall have the ease and use thereof in his lifetime by the Courtesy and Custom of the Realm and of this City. . . . And in like manner she may on her deathbed or in her last Will . . . devise to her husband his heirs and assigns in perpetuity or to the term of his life or years and that testament shall stand in peace” (*Records of Norwich*, vol. i, p. 156).

⁶ *Ricart's Kalendar* (Camden Society), p. 97: “ne lez femmes coverts ne poient my deviser lour tenements par licence de loure barouns nen auter maner durant la coverture.”

their husband's consent ; from this it may be inferred that the devise of a married woman in London was always absolutely void and ineffective, and that the husband could not give effect to it even were he willing to do so ; the custom, however, varied very considerably in different boroughs.¹

The Bristol evidence is not satisfactory, consisting as it does of no more than a statement in the Bristol Custumal of 1240 and six wills ; the statement in the Custumal is as follows :—

“ et quod uxores burgensium in suo testamento non possint legare bona virorum suorum nisi de licencia ipsorum virorum . . . ”²

This statement is not free from ambiguity ; it may imply that married women in Bristol did make wills, but were forbidden to include their husband's goods (that is the wife's third) therein without consent, or it may indicate a testamentary power limited to such goods. It would obviously only assist the present argument in the former case.

The six wills³ are those of Katherine Calf, Amy Weston, Marjory Wales, Christina Chesewell, Margaret Stephens and Maud Esterfeld ; a summary of each is as follows :—

1. *Catherine Calf* (1389).

- (a) Made with her husband's consent.
- (b) Sundry legacies.
- (c) To her executors :—

(1) The reversion of certain specified properties which the husband of the testatrix (Henry Calf) held for his life, and

(2) Certain reversions devised to the testatrix by her father.

The executors were directed to sell all these properties and to expend the purchase money *pro anima*.

(d) To her husband for life, a half share in certain properties on the death of the brother of the testatrix.

(e) Her husband and John Warwicke, Rector of St. Werburgh's, to be executors.

¹ In Godmanchester a childless wife could devise a moiety of purchased land, her husband having a life interest in the other moiety (Bateson, *Borough Customs*, vol. ii, pp. 109, 110) ; in Norwich a childless wife could freely devise her antenuptial property, but if she had a child her devise was subject to her husband's curtesy interest (see p. 56, note 5) ; in Lincoln she could devise with her husband's consent (Bateson, *Borough Customs*, vol. ii, p. 110).

² See page 71 *infra*.

³ Wadley, *op. cit.*, Nos. 36, 50, 65, 155, 183, 289.

2. *Amy Weston* (1392).
 - (a) Sundry legacies.
 - (b) To her husband, a life interest in a tenement with remainder over, and the residue of her goods.
 - (c) Her husband and John Young to be executors.
3. *Marjory Wales* (1390).
 - (a) Sundry legacies.
 - (b) To her husband, the fee simple in a tenement and seven shops and the residue of her goods.
 - (c) Her husband and Walter Cogan to be executors.
4. *Christina Chesewell* (1407).
 - (a) To her husband all effects to be disposed of *pro anima*.
 - (b) To Robert Nemot and his wife, the reversion in sundry properties in which the husband of the testatrix was holding a life interest.
 - (c) Husband to be executor.
5. *Margaret Stephens* (1417).
 - (a) Sundry legacies.
 - (b) To John Herford, the rent and reversion of a tenement.
 - (c) To her husband, all her interest in a shop.
 - (d) Husband to be executor.
6. *Maud Esterfeld*¹ (1491).
 - (a) Made with her husband's consent.
 - (b) Sundry legacies.
 - (c) To son John, two tenements, but if he should die childless remainder over to son Henry, and if he should die childless remainder over to daughter Isabel, and if she should die childless remainder over to daughter Johanna.
 - (d) The husband appointed executor, and will sealed with his seal and hers.

It will be observed that wills Nos. 1 and 6 were expressed to be made with the husband's consent, and this fact affords some evidence that the London rule did not apply; it would be a somewhat useless formality if the wills were void whether the husband consented or not.

Wills Nos. 2, 3, 4 and 5 appear to have been made without such consent, but this omission is somewhat discounted by the

¹ It is somewhat curious to notice, however, that in the will of John Esterfeld (Maud Esterfeld's husband) he devised to his son John all the land his wife devised to the latter (Wadley, *op. cit.*, p. 178).

fact that, in each case, the husband was appointed executor and proved the will.

The rule, then, appears to have been that a married woman could make a will, but that if it were to stand, the husband must either have consented at the making of it or, at the least, have signified his acquiescence by proving it; in view of the unsatisfactory nature of the evidence this suggestion is tentative.

THE EXTENT OF THE RIGHT TO DEVISE AS BETWEEN HUSBAND AND WIFE.

The husband's power of devise to his wife is treated by Coke¹ as one of the peculiarities of burgage tenure, and he explains it on the ground that the devise did not take effect until the husband's death, up to which date the law treated husband and wife as one person; Coke also mentions that, even in burgage tenure, the wife could not devise to the husband because:—

“at the making of her will she had no power, being *sub potestate viri*, to devise the same, and the law intendeth it should be done by coercion of the husband.”

In some boroughs, such as York (in the case of purchased land) and Canterbury, the husband's power of devise to his wife was unrestricted, while in other boroughs, such as London and Tewkesbury, power of devise was limited to the creation of a life interest. Bristol appears to have belonged to the former class, since numerous wills are to be found containing devises to the wife in fee simple.²

It is unsafe to state definitely that in Bristol the wife had a power of devise to the husband; such an inference could only

¹ Coke, *A Commentary upon Littleton*, ed. 19, vol. i, section 168, fos. 112a, 112b.

² Wadley, *op. cit.*, Nos. 3, 12, 30, 39, 68, 79, 122, 131, 134, 167, 169, 175, 204, 207, 223, etc.

In a case in the Assize Roll 275, membrane 37 (38 ?) already referred to (*Pykard v. Turk*), the plaintiff claimed by descent from his father; the defendant stated that the latter was her first husband and that he devised to her a life interest by his will; the plaintiff replied that the defendant (and her second husband)—

“nichil clamare possunt in predicto tenemento de legato predicti Roberti viri sui, dicit enim quod licet consuetudo sit in Burgo isto quod viri possunt legare tenementa que habent de perquisito extraneis personis uxoribus tamen non possunt tenementa sua de perquisito legare secundum consuetudinem burgi quia non obstante tali legato propinquires heredes succedunt antecessoribus suis in tenementis de quibus obierunt seisis.”

The mayor and bailiffs disagreed with the plaintiff's allegation.

be drawn from the married women's wills already quoted, which cannot be regarded as furnishing really satisfactory evidence, although they undoubtedly contain devises of this kind.

POWERS.

To dispose of property in which one had no kind of ownership was a transaction which the Common Law would not permit; the Borough Will, however, permitted it.

This is particularly noticed by Coke¹ as a peculiarity of burgage tenure. He says :—

“ Also by such custome a man may devise by his testament that his executors may alien and sell the tenements that he hath in fee simple, for a certaine sum to distribute for his soule. In this case, though the devisor die seised of the tenements, and the tenements descend unto his heire; yet the executors, after the death of the testator, may sell the tenements so devised to them, and put out the heire, and thereof make a feoffment alienation and estate by deed, or without deed, to others to whom the sale is made. And so ye here see a case, where a man may make a lawful estate, and yet he hath nought in the tenements at the time of the estate made. And the cause is, for that the custom and useage is such. For a custome, used upon a certaine reasonable cause depriveth the common law.”

Examples are not far to seek in Bristol.² One will suffice.

Thomas Sampson by his will³ (1387) devised his dwelling-house to his wife Joan for her life, and directed that after her death it should go to his son William and his lawful heirs, but that, if he should die without heirs, the property should be sold by his executors (or their executors) by the advice of the Mayor

¹ *A Commentary upon Littleton*, ed. 19, section 169, fo. 112b.

² A Bristol deed between Richard de Calne and Robert Sanekyn (executors of the will of Owen de Berneleby deceased) and Jocus de Reyny contains the following recitals :—

“ Cum predictus Egidius in ultima sua voluntate ordinasset fecisset et constituisset nos executores testamenti sui predicti ad omnia bona sua administranda et tenementa que impetraverat infra villam Bristollie et in suburbio ejusdem ad ordinacionem nostram vendenda Nos dicti defuncti voluntatem exequi cupientes ad ipsius debita acquietanda et exequias suas complendas *secundum morem et consuetudinem ville Bristollie vendidimus . . .* ”

It seems fairly clear that the custom referred to is the executor's power of sale, though apparently this power extended further in Bristol than Coke suggests; the whole deed is summarized on p. 252.

³ Wadley, *op. cit.*, No. 25.

of Bristol (who was to have 20s. for his pains) and the money distributed among the poor, feeble, and lame, and in the marriage of poor maidens.

The conveyance by the executors is recorded in *The Great Red Book of Bristol*,¹ and recites the Bristol custom of devise, the provisions of Thomas Sampson's will and the death of William without heirs. (Since Joan joined in the deed as one of her husband's executors she was evidently still living.)

Coke considered that the tenements which the executors were directed to sell descended in the first instance to the testator's heir, whose interest was divested when the executors sold. That this was not the view taken by the Bristol conveyancer appears from the following passage in the deed mentioned in the footnote :—

“Noveritis nos vendidisse ac concessisse per presentes quod tenementum predictum cum pertinenciis quod predicta Johanna sic tenet ad terminum vite et quod post ejus mortem ad nos et heredes nostros reverti deberet ad vendendum . . . etc.”

Coke's statement implies that this power of sale was confined to executors, and even then was limited to the case where the proceeds were to be devoted to pious uses; the footnote on page 60 supplies an instance of the application of the purchase money to the discharge of debts and funeral expenses,² and a deed in *The Great Red Book of Bristol*³ shows that such a power could be exercised by persons not even named by the testator, but who were merely the holders of a particular office for the time being; the relevant portions of the deed are as follows :—

“Omnibus Christi fidelibus, etc. . . . Johannes Brit et Walterus Sturmy procuratores ecclesie Sancti Stephani

¹ *The Great Red Book of Bristol*, fo. 168a.

² The following is a short summary of the powers contained in some Bristol wills where the proceeds of sale were not to be devoted to pious uses; the reference in each case is to Wadley, *op. cit.* :—

(a) *Power expressly given to executors.*—No. 16: half to wife, half to pious uses. No. 19: partly to wife. No. 273: legacies and pious uses.

(b) *Power of sale given generally* (the executors not being actually named as the donees of it).—No. 27: wife, subject to payment of debts. No. 39: wife, subject to payment of debts. No. 42: debts. No. 43: debts and pious uses. No. 47: debts and pious uses. No. 91: half to wife and half to pious uses. No. 114: debts and funeral expenses. No. 144: debts and pious uses. No. 163: debts and pious uses. No. 187: debts and pious uses. No. 217: half to mayor and commonalty and half to pious uses.

³ *The Great Red Book of Bristol*, fo. 47a.

Bristollie salutem in domino cum nuper Johannes Lyne de Bristollia in testamento suo unam aulam et unum largum celarium cum aliis cameris eidem aule annexis in suburbio Bristollie cum omnibus suis pertinenciis legasset Emmoti uxori sue habenda ad terminum vite sue et post decessum ipsius Emmote predicta Aula, etc., integre remanerent Isabelle et Alicie filiabus ejusdem Johannis Lyne et heredibus de corporibus suis legitime procreatis imperpetuum et si dicte Isabella et Alicia sine hujusmodi heredibus decederent quod tunc omnia supradicta aula, etc., venderentur per procuratores ecclesie predictae *qui pro tempore fuerint* et per quatuor fidedignos homines parochie dicte ecclesie. Ac jam intelleximus quod predicta Emmota diem suum clausit extremum et quod predicta Alicia obiit sine heredibus de corpore suo ac aula, etc., ob defectu reparacionis delapidantur et devastantur nisi infra breve emendantur per quod voluntas testatoris predicti imposterum non observetur nisi remedium per vendicionem tenementorum predictorum citius fuerit provisum Nos cupientes voluntatem ultimam dicti testatoris juxta tenorem testamenti sui predicti in hac parte fideliter adimpleri. Noveritis nos tam ex consensu predictae Isabelle quam Johannis Viel Walteri Tedistill Roberti Gardyner et Johannis Sloo hominum fidedignorum parochie ecclesie predictae et omnium aliorum parochianorum dicte ecclesie, etc. . . ."¹

There is even some evidence that the executors' power of dealing with the property of the deceased for the discharge of debts went beyond the limits of an express power, and even prevailed over the rights of a devisee; this may have been the custom referred to in the second footnote to page 60.

Margery Tresor² alleged that Thomas Mountsorel and Isabella, daughter of William Mountsorel, had disseised her of a messuage and four shops; Thomas denied any interest, but Isabella pleaded that William Mountsorel, her father, had devised that property to her and her sister Matilda; that immediately after the testator's death she and her sister entered, and that Matilda had died leaving her share to Isabella.

¹ For parallel cases see Wadley, *op. cit.*: (a) No. 151, pp. 77, 78; (b) No. 189, p. 100; (c) No. 195, p. 104; (d) No. 258, p. 153.

² Assize Roll 277, membrane 2 (1280).

Margery pleaded that William Mountsorel was liable to her and her husband for twenty-six marcs, twelve shillings and sixpence; wherefor, after William Mountsorel's death they impleaded Adam de Winton and his other executors, against whom judgment was given; whereupon Adam de Winton, the "principal executor," delivered seisin of the property to Margery and her husband *pro pecunia predicta* by a certain charter which was produced, and that they retained seisin until Thomas and Isabella disseised them.

The jurors found that William Mountsorel died seised; that after his death Isabella and Matilda remained in the property for nearly a year "per legatum predicti Willelmi set non per assignacionem¹ alicujus executoris predicti Willelmi"; that afterwards the executors suffered judgment for the testator's debt, and that Adam, the principal executor, "in pleno Portismoto eis inde seisinam liberavit," and that Margery and her husband remained seised for three days, after which they delivered the custody of the premises ("custodiam eorundem tradiderunt") to Robert the Chaplain, who continued in possession until disseised by the defendants. (Here the record stops.)

An instance of a case in which an executor with a power of sale died before exercising it and of its exercise by his executor is to be found in *The Great Red Book of Bristol*.²

THE DEVISEE'S ACTION.

The devisee of tenements was given an action *ex gravi querela* to enforce his devise.³

Fitz Herbert says of this writ:—⁴

"The Writ of *Ex gravi Querela* lieth where a man is seised of any Lands or Tenements in any City or Borough or in Gavelkind; which Lands are devisable by Will time out of mind, etc. Now if one who hath Lands or Tenements

¹ This expression presumably has reference to a custom similar to that mentioned in the Ipswich Customal (*Black Book of the Admiralty*, vol. ii, p. 73), which was to the following effect:—

"and zif the preef [*i.e.* of the will] be founden accordyng and good, be it enrolled in the rolle of the toun, and be administracion grauntyd to the executours of the dede . . . and the sesyn of the tenement divided delivered to hym to whom it was divided by the same executours and be syghte of witenesse of the ballyves . . . without eny withsittyng."

² *The Great Red Book of Bristol*, fo. 74b. (Conveyance by Thomas Slye.)

³ Coke, *A Commentary upon Littleton*, ed. 19, section 167, fo. iiiia (note).

⁴ *New Natura Brevium* (1652 Edition), pp. 495 sqq.

there, doth devise those Lands or Tenements unto another in Fee-simple, or in Fee-tail, he to whom the Devise is made, shall have this Writ of *Ex gravi Querela*, for to execute that Devise."

The same author points out that the action also lay in favour of a remainderman in fee simple taking after a tenant in tail whose issue failed, and even in favour of an heir who took by inheritance after a devisee in tail in like circumstances; according to Coke,¹ the writ was necessarily incident to the custom of devise in boroughs and did not require evidence of a particular custom to support it.

Owing to the absence of the early records of the Bristol Borough Court detailed evidence of this action is wanting, but there are two references to it, one in *The Little Red Book of Bristol* and another in Edward III's charter of 1373.

(a) *The Little Red Book of Bristol Reference.*²

"Also it is ordained and agreed that the writs which are called '*ex querela*' shall hereafter be pleaded according to their nature as other writs of the plea of land are pleaded, namely by the *Parvum cape* and the *Magnum cape*,³ etc."

(b) *The Charter Reference.*

After providing that the Mayor and Bailiffs for the time being should have power to grant probate of wills of land, the charter proceeds as follows:—⁴

"And from that time the same mayor and sheriff . . . shall have power to put the bequests aforesaid into execution by means of their officers in form of Law, or by due process made before them by writ of *Ex gravi querela* at the prosecution and election of whomsoever wills to prosecute."

¹ Coke, *A Commentary upon Littleton*, ed. 19, section 167, fo. iiiia (note).

² *The Little Red Book of Bristol*, ed. Bickley, vol. i, p. 33 (1344). It is fairly obvious that the action existed in Bristol at a very much earlier date, for without it the position of a devisee who had not entered would have been extremely precarious. The custom of devise, as we have seen, can be traced back to a very early date.

³ The *Magnum cape* and *Parvum cape* were processes adopted in the case of a contumacious defendant; the former where he did not appear at all, and the latter where he appeared but afterwards made default. In each case the land in dispute was taken into the King's Land.

⁴ *Bristol Charters*, ed. Harding, pp. 133-135.

Ricart prefaced a statement of the customs of London with the remark that :—¹

“Forasmochē as at all times this worshipfull toune of Bristowe hath taken a grete president of the noble citee of Londone in exercisinge theire laudable customes, it is therefore requisite and necessarie unto the hedde officers of the said Towne of Bristowe to know and understonde the auncient usages of the saide Citee of Londone.”

And a statement of the London customs followed, largely, but not entirely, corresponding with statements in *Liber Albus*. Since one of the customs quoted by him was that dealing with the action *ex gravi querela*, it is possible to conjecture that Bristol followed London in the procedural details of this action.²

In London the writ (specimens of which are to be found in Fitz Herbert)³ was directed to the mayor and sheriff, and after stating that the plaintiff had made grievous complaint and reciting the custom of devise generally and the devise to the plaintiff in particular, concluded with the statement that the plaintiff had been deforced, and with the command that the matter should be investigated and justice done. The action proceeded in the Hustings of Common Pleas, and two or three days before the Hustings (which were held every other week on Mondays and Tuesdays) notice to attend was given to the defendant ; thereafter the ordinary Common Law procedure was followed.

According to Fitz Herbert,⁴ if the defendant did not make default and the action was tried, the plaintiff was required to show the will and to count upon the same and to allege seisin in the testator, and that the testator had devised the land to him.

The Lincoln Custumal, chap. xxxvi,⁵ states that if the heir of the devisor, or any other person, enter devised lands the devisee or his heirs could have—

“ writte out of the cauncerye that is called *ex gravi querela* ageynst them, whatt evyr thei be . . . in whatsum maner of fourm thei be in possession.”

The writ was to be pleaded before the mayor, coroners, and sheriff, according to custom.

An interesting account of proceedings of this kind is to be

¹ *Ricart's Kalendar* (Camden Society, 1872), p. 93.

² *Liber Albus*, ed. Riley, vol. i, pp. 184, 185.

³ *The New Natura Brevium* (1652 Edition), p. 496.

⁴ *Ibid.*, pp. 496, 497.

⁵ Bateson, *Borough Customs*, vol. i, p. 245.

found among the Norwich records,¹ according to which the plaintiffs pleaded the custom to devise generally, and stated that one John Kempe, a citizen of Norwich, being seised of a messuage and quay, devised them to his wife for life, and after her death to the plaintiffs; that the wife had died, but that a certain Robert de Bumpstede and his son had entered and obtained the premises from the plaintiffs. Unfortunately, however, they omitted to plead in due form that the testator had purchased the lands in question (it was only such land that could be devised in Norwich), and this omission cost them the verdict.

PROBATE.

Pollock and Maitland point out² that Bracton not only considered that the burgage could be devised because it was a *quasi* chattel, but also drew the inference that such a devise, like bequests of chattels, would fall within the domain of the ecclesiastical courts; the history of the probate of wills in boroughs shows, however, that any such claim was successfully resisted, although evidence has already been referred to³ which tends to show that the burgage tenement, like a chattel, vested in the executor.

In Bristol (as in most boroughs) probate in the Borough Court was necessary if devises were to be enforceable, and this is one of the rare occasions upon which Bristol offers the evidence both of a Custumal and a charter.

*The Little Red Book of Bristol*⁴ contains a very detailed account of the procedure in 1334. On the face of it the Custumal was merely re-stating an existing custom, probably of long standing. Wills of burgesses in which lands, tenements, or rents were bequeathed should be proved in Full Hundred before the mayor and two honest men sitting with him, and witnesses were to be examined who could testify as to the day of the making of the will, and that they themselves heard that it was the testator's last will, and that the testator was of good memory, and that he appended his seal.⁵

¹ *Records of Norwich*, vol. i, p. 291.

² *H.E.L.*, vol. ii, p. 330.

³ See *supra*, pp. 62, 63.

⁴ *The Little Red Book of Bristol*, ed. Bickley, vol. i, pp. 32, 33.

⁵ This offers testimony as to the formalities attending execution, which seem to have been confined to the sealing by the testator; an examination of the earliest wills to be found in Bristol does not show that the witnesses subscribed the documents, nor do the wills refer to them. The later wills contain the names of the witnesses who still, however, did not subscribe them; the first will in which the witnesses were referred to is that of Thomas Sampson in 1387.

The wills, so proved, were to be inserted in full in a paper which was to be kept in the treasury with the Common Seal. This precaution was adopted in case the original will were lost or "maliciously extracted."

The Common Clerk was to endorse the wills with the date and place of probate, for which he received a fee of forty pence. They were also to be sealed with the mayoral seal.

An unproved will was null and void,¹ and if probate were refused because witnesses were wanting, an endorsement to this effect was to be made on the will itself, to prevent a subsequent probate supported by suborned witnesses.

¹ The Bristol Custumal gives no information as to the procedure adopted if the executors omitted to prove the will. According to the Domesday of Ipswich (*Black Book of the Admiralty*, vol. ii, pp. 71 *sqq.*) the executors were required to prove the will, which might even be a nuncupative one, within forty days of the death of the testator by the testimony of at least two men sworn and separately examined, after which it was enrolled in the roll of the town. If the executors, by malice or collusion, omitted to prove the will within the forty days a devisee could come to the court, set his claim to the tenement devised, and demand that the executors should be summoned to prove the will or show cause. If they made default the devisee proved the devise, and seisin was then delivered to him "a fore the . . . ballives." If the devisee were a minor, the application to the court was made by his next friend. If executors died before probate their executors could prove within forty days of the death of the former. Although the Bristol Custumal refers to no time limit for probate, there must have been some such custom as the above, and it would have been equally necessary when the charter of 1373 fixed a time limit of two years. For the record of a grant of probate in the Borough Court of Nottingham, see *Records of Nottingham*, vol. i, p. 97. According to the Norwich Custumal, application for probate was required to be made before the bailiffs in full court, immediately after probate had been granted by the ordinary in respect of moveable goods; no executor should have administration of a tenement devised until after probate was granted, and the probate was to be enrolled in the Common Roll of Deeds of the City (*Records of Norwich*, vol. i, pp. 154, 155). In London wills were enrolled at the request of anyone claiming under the will, before the mayor and aldermen in full Husting; as at Ipswich, the testimony of two good and true men was required. It was also the custom that wills which could be found good and true would hold, even if they were not enrolled, or of record. Wills within the city were valid, and were executed with due regard to the testator's wishes, even though the words of the will were defective or not according to the Common Law (*Ricart's Kalendar*, pp. 97, 98). There is an ordinance in *Calendar of Letter Book C* to the effect that no will should be admitted to probate unless sealed with the attested seal of the testator (p. 14). A nuncupative will was allowed in 1349 (*Calendar of Letter Book F*, p. 207), but the Black Death had created exceptional circumstances. If there was an adverse claim made on an application for probate, still probate should be granted if the witnesses made deposition as to its being the testator's last will, saving to the claimant his right of challenge in respect of the will (*Liber Albus*, ed. Riley, vol. i, p. 120). For evidence of probate in the courts of other boroughs see *The Municipal Records of Bath*, p. xviii, appendix; *The Records of Gloucester*, pp. 337, 339; the *Black Book of Southampton*, *passim*; and the cases cited in Bateson, *Borough Customs*, vol. ii, pp. 194 *sqq.*

The following¹ is an illustration of a form of probate under the provisions of the Custumal:—

“Probatum fuit presens testamentum in Gyhalda Bristollie pleno hundredo ibidem tento coram Roberto Gyen tunc maiore Johanne Neele et Jacobo Tyllly ejusdem ville ballivis die lune proximo post festum Sancti Mathei Apostoli anno regni regis Edwardi tertii post conquestum vicesimo. Et commissa est administracio liberi tenementi infra dictum testamentum contenti in forma juris executoribus infra-scriptis. In cujus rei testimonium sigillum maioratus ville Bristollie presentibus est appensum Dat’ die loco et anno supradictis.”

The charter of Edward III (1373)² confirmed the above practice in general terms, by stating that the mayor and sheriff of Bristol should for ever have power to grant probate of wills of lands and tenements, rents and tenures in Bristol within two years of the death of the testator, and added that, after such wills had been proclaimed in the Full Hundred Court and had been enrolled in the court rolls, they should become of record.

A typical form of probate after the charter was as follows:—³

“Presens testamentum per tres vices proclamatum fuit in pleno hundredo tento apud Bristolliam in Gyhalda ejusdem ville coram Roberto Straunge maiore et Thoma Spyker vicecomite ejusdem ville undecimo die mensis, etc. . . . in presencia Johannis Taillur et Roberti Forthey ballivorum maioris et communitatis predictorum Thome Hardyng clerici Maioris et communitatis predictorum et aliorum fidedignorum qui coram dictis maiore et vicecomite adtunc et ibidem *testati* fuerunt testamentum predictum esse ultima voluntas predicti, etc. . . .”

If the testator omitted to appoint an executor⁴ or the executor appointed refused to act,⁵ the ecclesiastical authorities appointed an administrator, but this, of course, would not give them jurisdiction over the will as far as realty was concerned.

¹ All Saints’ documents, No. 49.

² *Bristol Charters*, ed. Harding, p. 133.

³ *The Great Red Book of Bristol*, fo. 69b.

⁴ Will of Richard Cause (1583), Wadley, *op. cit.*, p. 234.

⁵ Will of Joan Stoke (1393), *ibid.*, p. 41.

A close examination of the Bristol probates reveals a rather curious fact ; although the Custumal and the charter distinctly limit the jurisdiction of the Borough Court to wills dealing with realty, it was the almost invariable practice to prove wills dealing with personalty, not only before the ecclesiastical authorities, but also in the Borough Court.

The will of John Bord¹ (1382) is a case in point. His will dealt with no realty, and yet there is an endorsement on it to the following effect :—

“ Approbatum fuit presens testamentum coram Willelmo Canynges, etc. . . . in pleno hundredo ibidem tento et commissa est administracio *bonorum* infra scriptorum *quantum ad officium nostrum pertinet* in forma juris executoribus infra scriptis.”

It is a little difficult to arrive at the reason for this, since it would seem that probate in the Borough Court was not necessary to the validity of such a will, as it would have been had the will dealt with realty. There are many instances in which such wills were not proved in the Borough Court at all.²

The following suggestions are put forward as offering a possible solution :—

(a) If the will were proved in the Borough Court it would be enrolled, and this would protect the legatees against the consequences of accidental or malicious destruction of the document ; the church was unlikely to object so long as her jurisdiction was in no way interfered with.

(b) In one important respect the mayor and the Borough Court might be directly interested, even in wills of personalty, for if any of the beneficiaries were infants it was the duty of the mayor to appoint suitable guardians and to exact security for the due administration of the legatees' property.

THE WILL OF PERSONALTY.

Although this subject is not directly within the scope of the present work, it is felt that some reference to it should be made.

¹ Wadley, *op. cit.*, p. 14, and the copy of the will and probate in *The Great Book of Orphans* at the Bristol Council House.

² Wills of John Benley, Simon Walsh, John Robyns, John Heytesbury, John Gy, William Moille, etc. ; see Wadley, *op. cit.*, pp. 97, 107, 108, 109, 111.

HUSBAND'S WILL.

It has been previously noticed that, where the custom of devise is mentioned, the burgess is said to have the power to devise his realty *tanquam catalla*. If this statement is to be taken merely as indicating that, in boroughs, a power to dispose of realty by will was recognized, which at Common Law only extended to personalty, it is accurate enough; if, on the other hand, it is to be regarded as an authority for the proposition that a disposition of realty was subject to the same restrictions as a bequest of personalty, it is entirely misleading.

Whatever may have been the extent of the widow's dower claim in the case of realty, the claim of the widow and children in the case of personalty was recognized, in some places, until a very much later date.

It was the rule that if a man died leaving a wife only, she was entitled to a half of his chattels, but that if both wife and children were left, the widow had a third and the children a third. The portion remaining in each case was called the "dead's part," of which alone the deceased husband could dispose as he pleased.

Professor Holdsworth¹ considers that, at one time, this scheme of succession was part of the General Law of England, but that, except in the province of York, in Wales, and in London, the restriction had disappeared early in the fourteenth century, except in so far as it was maintained in certain districts by express local custom.

References to these restrictions are met with in Bristol wills,² and since one of them is contained in a will dated in 1493 it is evident that Bristol maintained the restrictions long after they had disappeared from the General Law.

Apart from a statement in an early Bristol Customal which will be referred³ to hereafter, there does not appear to be any direct evidence of the rule other than the reference to it contained in wills; this deficiency can only be made good by a reference to the customs of some other borough which Bristol may have followed.

The connection between London and Bristol customs has already been shown,⁴ and it is interesting to notice that Ricart

¹ *H.E.L.*, vol. iii, pp. 550 *sqq.*

² Wills of Walter Derby (1385), Thomas Sampson (1387), and Edward Daves (1493); see Wadley, *op. cit.*, pp. 16, 17, 169.

³ See p. 71.

⁴ See *supra*, p. 65.

sets out in his *Kalendar*¹ the London custom in this matter as follows :—

“And be it known that when a citizen of the said City, having a wife and children, dies, all the goods and chattels of the said dead man after his debts have been paid, shall be divided into three parts, whereof one part shall remain to the dead man and shall be distributed for the good of his soul, and the second part shall be for his wife, and the third part for his children, to be divided among them equally, notwithstanding any devise made to the contrary.”²

AS TO THE WIFE'S THIRD.

The widow's right in London and elsewhere was protected by the writ *de rationabili parte bonorum*.

Fitzherbert³ says that this writ lay where the wife, after the death of her husband, could not have the third part of her husband's goods after his debts and funeral expenses were paid. He also indicates that, although at one time the action may have been founded on the Common Law of the realm, the writs in the Register rehearsed the local custom. The action lay against the executors of the deceased husband, and an example of these proceedings is to be found in William Rastell's *Book of Entries*.⁴

According to a Bristol Custumal of the thirteenth century⁵ it was the rule in Bristol that the wife of a burgess could not, except by her husband's consent, bequeath the goods of her husband (that is to say the wife's part) except to pay reasonable funeral expenses; a rather elastic term which would, as Miss Bateson points out, include alms and oblations for the soul's redemption.

According to a case quoted in *Liber Albus*,⁶ if a man married twice having issue by the first wife and none by the second, the latter was entitled to one-half of his chattels; a somewhat extraordinary decision which may have been accounted for by the fact that the father had advanced the children in his lifetime.⁷

¹ *Ricart's Kalendar* (Camden Society), p. 100, and Bateson, *Borough Customs*, vol. ii, pp. 136, 137.

² That this custom was in full operation in London in 1749 is apparent from a precedent in *The Compleat Body of Conveyancing*, *op. cit.*, p. 545.

³ *The New Natura Brevium* (1652 Edition), p. 294.

⁴ Rastell's *Book of Entries* (1574 Edition), pp. 541, 542.

⁵ Bateson, *Borough Customs*, vol. ii, pp. 108, 109.

⁶ *Liber Albus*, ed. Riley, pp. 391, 392.

⁷ See further as to this case *Kalendar of Letter Book G*, p. 250, note 1.

THE CHILDREN'S THIRD.

According to the Custom of London,¹ if a father advanced any child with any part of his goods, such child was barred from demanding any further part, unless the father, under his hand or by his will, declared "that it was but in part of advancement."

If such a declaration were made, the advancement had to be brought into hotchpot by the child who received it before he was entitled to participate in his portion of the children's share; it seems to have been doubtful, however, whether each of the third shares was entitled to the benefit of the contribution or only the children's share. The latter appears to have been the better opinion.

Advancements made to children must have been of frequent occurrence, and Pollock and Maitland have pointed out² that this is one of the reasons why references to the children's third are not more common in wills of the period.

As in the case of the widow, the children were entitled to the action *de rationabili*.

In Bristol it appears that children by a first and by a second marriage participated equally. From entries in The Book of Recognizances relating to Orphans,³ it appears that one Thomas Albon had a first wife Joan, by whom he had a daughter Margaret, aged three at the date of his death, and a second wife Agnes, by whom he had a daughter Joan, aged eight months at the date of his death; Agnes survived him. The mayor awarded the guardianship of Joan to her mother Agnes, who took not only the custody of the child but goods and chattels to the value of 100s., and he awarded the guardianship of Margaret to one John de Lym, together with goods and chattels of the same value.

THE DEAD'S THIRD.

The custom referred to by Ricart states that the husband could only dispose of the dead's part for the good of his soul. If this were so, the London rule did not apply to Bristol, where it appears that the dead's part could be bequeathed to children.⁴

¹ See as to both this and the next paragraph *Privilegia Londoni* (1702), pp. 284, 285.

² *H.E.L.*, vol. ii, p. 354.

³ The Book of Recognizances relating to Orphans, fo. 20a.

⁴ Will of John Frere; see Wadley, *op. cit.*, p. 103.

MARRIED WOMEN'S WILLS.

All the chattels of a married woman passed to the husband on marriage, so that, apart from her testamentary power over the wife's part, which has already been referred to,¹ she had nothing to leave except, possibly, her clothes and jewels.

INFANTS' WILLS.

It is quite certain that, in Bristol, infants had at one time a power of making wills of personalty but not of realty.

In the Book of Recognizances relating to Orphans there is an entry² relating to Richard, the eldest son of William le Roper, whose guardianship was given to his mother Cecilia ; the infant's estate consisted of realty and personalty, and the recognizance provided that the chattels and the profits from the realty should be handed to the infant when he obtained full age, or to his *executors* if he died under age, and the record indicates also that, if Richard should die before attaining the age of twenty-one and *should not have made a will of his moveables according to the custom and ordinance of the town of Bristol*, his goods and chattels should be disposed of by the mayor, bailiffs and other worthy men of the town.

Although express references to the infant's will do not appear after 9 Edward III, the recognizances after that date usually directed the guardian to account for the chattels to the infant when he attained his majority, or to his executors if he did not, so that presumably this power of bequest persisted.

It is noteworthy that Coke³ considered that, at Common Law, an infant of eighteen could make a valid will of personalty ; it is pointed out in a footnote that Coke gave no authority for the proposition, and that the better opinion was, that males could make a valid will at fourteen and females at twelve.

¹ Page 71.

² The Book of Recognizances relating to Orphans, fo. 4b.

³ Coke, *A Commentary upon Littleton*, ed. 19, section 123, 89b, note 6.

INTESTACY

CASES illustrating the rules which governed inheritance in Bristol in the thirteenth century are to be found in the Assize Rolls.

1. *John le Noble v. Abbot de Morgan*.¹

The plaintiff's statement was as follows:—

“Quedam Elena antecessor sua fuit seisita in dominico suo ut de feodo et jure tempore Johannis Regis patris domini Regis qui nunc est . . . et de ipsa Elena descendit jus predictæ selde cuidam Alicie ut filie et heredi et de ipsa Alicia que obiit sine heredibus de se revertebatur illud jus cuidam Asceline ut amite et heredi et de ipsa Ascelina descendit jus predictæ selde isti Johanni qui nunc petit ut filio et heredi. . . .”

(The parties came to an agreement.)

2. *John, son of Warener, v. Thomas de Josne*.²

The plaintiff's statement was as follows:—

“Quedam Editha antecessor sua fuit seisita in dominico, etc. . . . tempore domini Regis qui nunc est . . . et de ipsa Editha descendit jus predictæ terre cuidam Rogero ut filio et heredi et de ipso Rogero qui obiit sine herede se descendit jus predictæ terre isti Johanni qui nunc petit ut fratri et heredi.”

The defendant stated that Roger, who was seised after Edith's death, enfeoffed him, and he produced the charter. The case went against the plaintiff.

3. *William Fuk' v. Walter Danyel and Christina, his wife*.²

The plaintiff's statement was as follows:—

“Quidam Rogerus antecessor suus fuit seisitus in dominico, etc. . . . tempore domini Regis Ricardi avunculi domini Regis qui nunc est . . . et de ipso Rogero descendit jus predicti messuagii cuidam Willelmo ut filio et heredi et de

¹ Assize Roll 273, membrane 25 (1248).

² *Ibid.*, dorso.

ipso Willelmo qui obiit sine herede de se revertebatur jus illius messuagii cuidam Henrico avunculo predicti Rogeri et de ipso Henrico descendit jus predicti messuagii cuidam Willelmo ut filio et heredi et de ipso Willelmo descendit jus illius messuagii isti Willelmo qui nunc petit ut filio et heredi."

(The parties came to an agreement.)

4. *Ralph le Taverner and Elena, his wife; William le Taylur and Agnes, his wife, and Christina, sister of Elena and Agnes v. Margery, wife of William de Clivedon.*¹

The plaintiff's statement was as follows:—

"Quidam Herveus pater ipsarum fuit seisis in dominico etc. . . . tempore domini Regis qui nunc est . . . et de ipso Herveo descendit jus illius messuagii istis Elene Agneti et Cristiane que nunc petunt ut filiis et heredibus."

(The parties came to an agreement.)

5. *Peter Clerk, junior, v. Christina, his mother.*²

The plaintiff's case (as to one out of three messuages claimed) was as follows:—

"Quidam Johannes frater ejus fuit seisis in dominico . . . tempore predicti domini Regis (Henry III) . . . et de ipso Johanne qui obiit sine herede de se descendit jus predicti messuagii isti Petro qui nunc petit ut fratri et heredi."

The defendant stated that John released and quit claimed the messuage to her, with which statement the jurors agreed.

6. *Agnes Huchet v. Hawisia, wife of Robert de Parys.*³

The plaintiff's statement was as follows:—

"Quidam Petrus antecessor suus fuit seisis in dominico, etc. . . . tempore domini Regis (Henry III) . . . et de ipso Petro descendit jus predicti tenementi cuidam Margerie ut filie et heredi et de predicta Margeria quia obiit sine herede de se resorciebatur jus predicti tenementi cuidam Alicie sorori Petri patris predictae Margerie ut amite et

¹ Assize Roll 273, membrane 26 (1248). For another instance of coparcenary see Robert de Seyeland and Margaret, his wife, and Roysia, her sister, v. Alexander le Kynt, Assize Roll 273, membrane 35 (1269).

² Assize Roll 273, membrane 27 (1248). For a case of descent to sister see Elena, daughter of Osbert Godman, v. Gilbert de la Marine (*ibid.*, *dorso*).

³ This is the case referred to in detail on pp. 46 *sqq.*

heredi et de predicta (Alicia)¹ descendit jus, etc., cuidam Willelmo ut filio et heredi et de predicto Willelmo quia obiit sine herede de se cuidam Johanni ut fratri et heredi et de predicto Johanne quia obiit sine herede de se cuidam Ingeramo ut fratri et heredi et de predicto Ingeramo quia obiit sine herede de se quibusdam Edithe Matilde Julie Aldith' [?] Emme Hawysie Agathe Elianore [?] et Agneti ut sororibus et heredibus Et de predictis Editha Matilda Julia Aldith' Emma Hawysia Agatha Elianora quia obierunt sine heredibus de se descendit jus . . . isti Agneti que nunc petit ut sorori et heredi."

(The action proceeded as stated on pp. 46 sqq.)

7. *Thomas, son of Henry Aillard, v. Walter de Berkeham and Matilda, his wife; the same plaintiff v. Isabel Aillard.*²

The plaintiff's statement was as follows:—

"Quidam Henricus antecessor suus fuit seisis in dominico, etc. . . . tempore domini Regis nunc . . . et de predicto Henrico descendit jus, etc. . . . isti Thome qui nunc petit ut filio et heredi."

The defendant's statement was as follows:—

"Predictus Henricus de cujus seisis, etc. habuit quemdam filium antenatum Johannem nomine qui supervixit predictum Henricum patrem suum et qui majus jus habuit in predictis tenementis. . . ."

As the plaintiff was unable to deny this, he lost the case.

8. *Nicholas de Solydeweye v. David le Lung.*³

The plaintiff stated that Adam, his ancestor, was seised in his demesne as of fee, and that Adam died *sine herede*, so that the right passed to Walter, his elder brother; from him to his son John; from him to John's brother William; from him to his brother Henry. Henry died *sine herede*, and the right passed to his uncle William, who was his father's brother; from William to his brother Ralph; from Ralph to his son William; from William to his brother Adam; and from Adam to his brother Nicholas⁴ (the plaintiff).

¹ "Margeria" in the record, an obvious slip.

² Assize Roll 275, membrane 38 (? 39).

³ Assize Roll 275, membrane 39 (? 40).

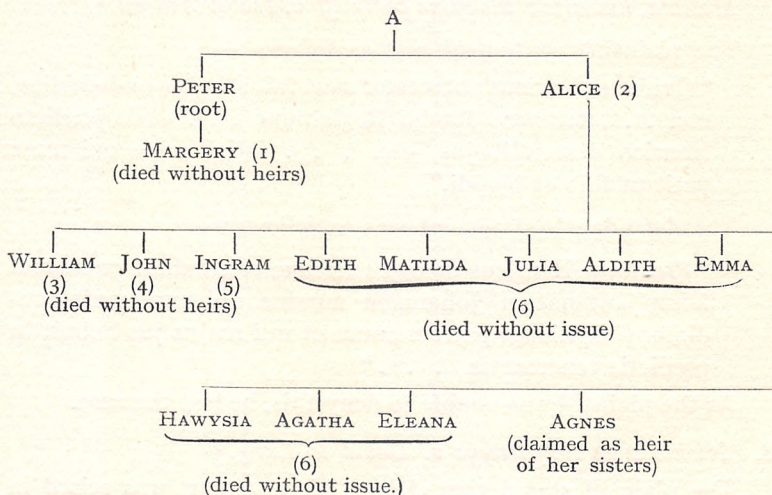
⁴ Nicholas is described in the record as son and heir of Adam, but this must be a mistake, as the subsequent pleadings show.

The defendant alleged that the plaintiff incorrectly stated in his pleading that he claimed through Adam, because Adam was his younger brother; Nicholas denied this, and stated that Adam came between William and himself. The parties compromised.

It is possible to show, although the evidence on one or two points is incomplete, that the rules of inheritance in Bristol, as early as the latter part of the thirteenth century, followed those of the Common Law at the same period.¹

(a) *Preference of Males.*

This is clearly shown in Case No. 6; the following genealogical table shows the order of descent as stated in the plaintiff's pleadings, and to which no exception was taken by the defendant:



We should expect to find this rule in any case; Pollock and Maitland say of it:—²

“In later days the customs which diverge from the common law, for instance the gavelkind custom of Kent, agree with it about this matter:—males exclude females of equal degree.”³

¹ “At the end of Henry III's reign our common law of inheritance was rapidly assuming its final form” (Pollock and Maitland, *H.E.L.*, vol. ii, p. 260).

² *H.E.L.*, vol. ii, p. 261. For instances of boroughs in which males and females participated equally see Robinson, *Gavelkind*, p. 45.

³ See also will of Thomas Addams (Wadley, *op. cit.*, p. 239), in which, having a son and daughter, he describes the former as “my sonne and heire.” The will is dated 1585.

(b) "*Primogeniture*."

This is clearly shown in Cases Nos. 2, 6, 7 and 8; Case No. 7 supplies the clearest evidence, since Thomas stated in the pleadings that he inherited from Henry, as son and heir of the latter, but lost his action on the express ground that Henry had an older son, John, who survived his father.

Case No. 6 supplies another illustration of the same rule.¹ We may assume, on the authority of Case No. 7, that William was older than John, just as John was older than Ingram, because they inherited in that order.

The pleadings in Case No. 8 bear on the same point; the plaintiff's claim as heir of his brother Adam was met by the defendant's allegation that, since Adam was the plaintiff's younger brother, such a claim was impossible.

A later illustration of the same point is to be found in *The Great Red Book of Bristol*.² An Inquisition Post-Mortem was held in 7 Edward IV, on the death of Walter Rodney; the jurors, after enumerating a long list of Bristol properties, stated that Thomas Rodney was the son and the nearest heir of the deceased. It so happens that there is a release by Thomas Rodney in the same volume,³ which commences as follows:—

"Universis Christi fidelibus ad quos presens scriptum pervenerit Thomas Rodeney Armiger *filius senior* Walteri Rodeney militis . . ."⁴

¹ See table on previous page.

² Folios 254a, 255a.

³ *The Great Red Book of Bristol*, fo. 252b.

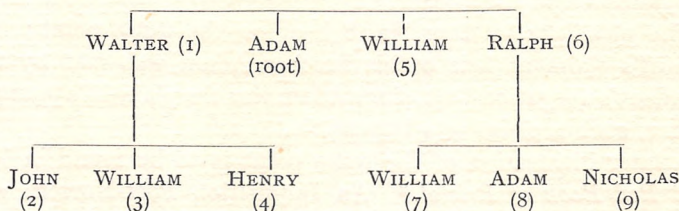
⁴ An instance of the application of the Nottingham custom that inheritance in the English borough should go to the youngest son is to be found in the *Records of Nottingham*, vol. i, p. 173 (the case was in 1359), and of the custom of primogeniture in the French borough (*ibid.*, pp. 187 *sqq.*). In Northampton there was the curious custom that children by a first marriage inherited to the exclusion of children by a second (*Records of Northampton*, vol. i, p. 217). In Leicester Earl Simon, by his charter of 1255, granted the rule of primogeniture; before this date the youngest son had inherited. The reason given for the change was that Leicester, "on account of the feebleness and youthfulness of the heirs, for a long time past has almost fallen into ruin and decay" (*Records of Leicester*, vol. i, p. 49). The real reason probably was that the inhabitants of Leicester disliked a custom of inheritance which was characteristic of villeinage. Ultimogeniture was also found at Godmanchester and Shrewsbury (Bateson, *Borough Customs*, vol. ii, pp. 131, 132). At Exeter and Ipswich the inheritance was partible, males and females participating equally (this was in the thirteenth century), and at Dover it was partible as in gavelkind, so that males would exclude females (see *Ibid.*, vol. ii, pp. 132 *sqq.*).

(c) *Coparcenary*.

There is ample evidence of this in numerous records; Case No. 4 is a good illustration, and may be taken as typical.

(d) *The Principle of Representation*.

This is illustrated by Case No. 8, as the following genealogical table shows :—



It is interesting to notice that this case occurred in 1269, when the principle of representation (having regard to the *Casus Regis*) could only a short time before have been fully admitted.¹ There is another illustration of the same rule recorded in the reign of Edward III.

John de Handlo had two sons : Nicholas, who survived him,² and Richard, who predeceased him,³ but who had a son Edmund ;⁴ in the Inquisition Post-Mortem held at Bristol⁵ the escheator stated that John de Handlo held numerous properties there for the term of his life by a fine thereof levied in the King's Court, with remainder after John's death to his son Nicholas in tail. Since the Bristol property was entailed on Nicholas, any question as to John de Handlo's heir was a purely abstract one so far as Bristol was concerned ; the jurors, however, were asked it, and answered that Edmund was the heir ; they evidently considered that he excluded his Uncle Nicholas. The record does not state that Nicholas was the younger son, but this may fairly be assumed.

¹ Pollock and Maitland, *H.E.L.*, vol. ii, pp. 283-286.

² *Calendar of Miscellaneous Inquisitions*, vol. viii, p. 490.

³ *Ibid.*, p. 489.

⁴ *Ibid.*, p. 494.

⁵ *Gloucestershire Inquisitions Post-Mortem*, vol. v, p. 313.

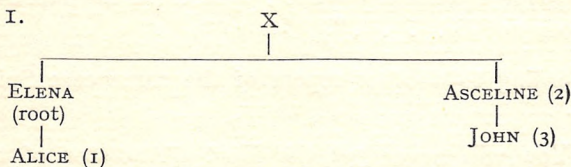
(e) The Exclusion of Ascendants.

The evidence on this point is purely negative, but we may suspect that, since the Common Law was followed in so many particulars, it was followed also in this very important one.

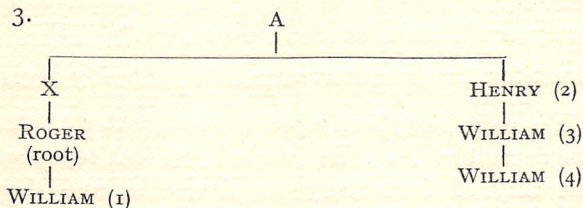
(f) Inheritance of Collaterals.

This is illustrated by Cases Nos. 1, 3, 6 and 8; the genealogical tables in the last two cases appear above;¹ those in Cases Nos. 1 and 3 are as follows:—

Case No. 1.



Case No. 3.



Although there is no case which illustrates the Parentelic scheme described by Pollock and Maitland,² there is no reason to doubt that it existed in Bristol.

(g) The Admission of Half Blood.

There is no evidence as to the rules regulating this in Bristol.

THE HEIR'S ACTION.

Bolland, in his introduction to the third volume of the *Eyre of Kent*,³ when discussing the case of *Capedot v. Baynton*, deals with the Assizes of Mort d'Ancestor and Fresh Force in some detail; the following is a summary of his conclusions:—

1. Mort d'Ancestor did not lie in respect of tenements held in burgage tenure, whose main characteristic was that land held

¹ Pages 78, 80.

² *H.E.L.*, vol. ii, pp. 297 *sqq.*

³ *Selden Society*, vol. xxix, pp. xxxvi *sqq.*

by it was devisable; the reason for this is clearly set out in a statement of Spigurnel J. in the leading case :—¹

“ If the tenements be devisable the mort d’Ancestor does not lie, and I will tell you why. In respect of devisable tenements the demandant may aver the points of his writ, that his ancestor died seised in his desmesne as of fee, for the tenements cannot be devised until after the death of the ancestor; that he died after the term, and that another is his next heir; yet, though he have all the points, he cannot recover against a devisee; wherefore the mort d’Ancestor does not lie. . . .”

According to another report of the same case Spigurnel J. said :—

“ You will never get the Mort d’Ancestor of tenements that are devisable even though no devise has been made, but you will have the Fresh Force, etc.”

Counsel for the defendant urged the following argument :—²

“ It is only incumbent upon me to say that the tenements are devisable. . . . But we tell you that tenements within the City of Canterbury are devisable, and therefore no mort d’Ancestor lies, nor was mort d’Ancestor ever pleaded in the vill, but fresh force and writ of right only.”

¹ Selden Society, vol. xxix, p. 42. It should be noticed, however, that the Assize of Mort d’Ancestor certainly lay in London; according to *Liber Albus*, ed. Riley, vol. i, p. 197, these assizes were taken before the sheriffs and coroners upon Saturdays from fortnight to fortnight at the Guildhall. The person who wished to have such an assize had to come to the Hustings, or to the Congregation of the Mayor and Aldermen, in the Chamber of the Guildhall upon any Friday, and present a bill in the usual form of Assize of Mort d’Ancestor according to his case, which bill should be enrolled. There is an extremely important entry in *Liber de Antiquis Legibus* (Camden Society), p. 41. This mentions the custom (to which we have already referred) that if there was an adverse claimant the will should none the less be proved, saving his rights, since such probate proved nothing except that it was the last will of the deceased; therefore, notwithstanding the probate, anyone who claimed a right in the tenement otherwise than in virtue of the will could claim it by Writ of Right pleaded in the nature of a Writ of Entry or a Writ of Mort d’Ancestor (other than the testator), or by Complaint of Intrusion (poterit illud petere per breve de recto vel per naturam brevis de introitu, sive per naturam brevis de morte antecessoris alterius quam testatoris, sive per queremoniam de intrusione). This narrows down the principle as stated by Spigurnel J. to a very fine point. We shall see that Mort d’Ancestor was one of the forms of action expressly mentioned in Edward III’s charter to Bristol of 1373, although it seems clear that it was not previously permitted in the town. It is also mentioned in the *Records of Norwich*, vol. i, p. 293, and in the *Records of Gloucester*, p. 50.

² Selden Society, vol. xxix, p. 41.

2. That in a town which possessed the franchise of having all pleas touching land and tenements lying within it, held within it, the Assize of Mort d'Ancestor was replaced by Fresh Force.¹

3. That there was a period of limitation in respect of the action, but that the authorities create a doubt whether it was forty days or forty weeks; *Liber Albus* for London and the record of an Assize of Fresh Force for Oxford stating the latter period, and the *Old Natura Brevium*, followed by Fitzherbert, staving the former.

4. That the proceedings were by Bill (without any writ out of the Chancery), either in Eyre or in the Franchise Court.

5. That, according to the Oxford case, it was also necessary that the demandant should have been in peaceful possession for forty weeks before the alleged disseisin.

6. That² Fresh Force (subject to paragraph 5) was the local

¹ "Note that when the King has granted to the city of London or to other vill that its citizens shall not be impleaded in respect of land or tenements lying within their franchise, nor of aught else, outside that same franchise, they shall use the bill which is called Fresh Force and is akin to assize of novel disseisin, Mort d'ancestor or Intrusion."

See Selden Society, vol. xxix, pp. xxxvi-xxxvii, and *Vieux Natura Brevium* (1525 Edition), iib. This view does not accord with the practice as stated in *Liber Albus*, ed. Riley, vol. i, p. 195, according to which—

"Assizes of Novel Disseisin called Fressheforce, as to lands . . . in the City of London, and disseisins made thereon within the forty weeks, are holden and determinable before the two sheriffs and the coroner of the said city in common every Saturday at the Guildhall."

The procedure is described, and the next paragraph is as follows:—

"Item, Assizes of Mort d'Ancestor are holden and determinable before the Sheriffs and Coroner of London upon Saturdays, from fortnight to fortnight at the Guildhall, the process therein being as follows; . . . the person who wishes to have such an Assize, shall come to the Hustings . . . in manner already mentioned as to the assize of Fressheforce and shall present a bill in the usual form of Assize of Mort d'Ancestor, etc. . . ."

It is clear, also, that Fitzherbert's statement could not have been true of Bristol after 1373, because the Mayor and Sheriff were, by Edward's charter of that date, expressly given jurisdiction in the Assize of Mort d'Ancestor.

² "There is also another Suit, which lieth in a City or Borough for Lands or Tenements, by Usage and Custom of the City, and that is by Bill without any Writ out of the Chancery and the same is called a Bill of *Fresh Force*, or an Assize of *Fresh Force*, and lieth only where a man is disseised of his Lands or Tenements in any City or Borough, or deforced of any Lands or Tenements after the death of his Ancestor, or after the death of his Tenant for life, or in Tail, or in Dower, or the like. Now within forty days after the title accrued unto him, he may sue this Bill of *Fresh Force* and shall make protestation to sue in the nature of what Writ he will, as Assize de Mortdauncester; or in Assize of Novel Disseisin, or Intrusion, or of Formedon, or in the nature of any other Writ, as his Case doth require."—Fitzherbert, *New Natura Brevium* (1652), p. 16; see, however, p. 82, note 1, and the evidence considered hereafter.

substitute for Novel Disseisin, Mort d'Ancestor, Intrusion, Formedon, or any other possessory Writ.

7. That no case has been found of an action of Fresh Force tried in Eyre.

We will now review the Bristol evidence, which will be found to point to the following conclusions :—

(a) That, until Edward's charter of 1373 expressly gave the mayor and sheriff jurisdiction in the Assize of Mort d'Ancestor, such proceedings did not lie in Bristol.

(b) That Bristol had the franchise of having all pleas touching lands and hereditaments lying within it, held within it, and that, by Edward's charter of 1373, the Borough Court acquired exclusive jurisdiction in such matters.

(c) That when the burgesses petitioned for their charter of 1373 they asked that proceedings in respect of land should be commenced by Writ of Right, upon which the plaintiff could plead in the nature of any Writ he chose ("as well of assizes of novel disseisin, mort d'Ancestor . . . as of any writ touching plea of land or tenements to be pleaded at their choice").

(d) That the charter granted the mayor and sheriff jurisdiction in all pleas touching land in Bristol, including Assizes of Novel Disseisin and Assizes of Mort d'Ancestor.

(e) That although the Assize of Fresh Force clearly lay in Bristol and was commenced by Bill, as Bolland suggests, nevertheless, having regard to the terms of the petition referred to in paragraph (c) and the terms of the 1373 charter, it seems more probable that a plaintiff started proceedings by a Writ of Right Patent, pleaded in the nature of an Assize of Mort d'Ancestor, than that he brought an Assize of Fresh Force.

(f) That the Assize of Fresh Force seems to have implied an *actual* disseisin which would have made it an impossible substitute for Mort d'Ancestor.

1. There is ample evidence that the Assize of Mort d'Ancestor did not lie originally in Bristol :—

EVIDENCE
BEARING ON
PARAGRAPH (a).

(a) "Quod nulla recognitio fiat in villa" (John's [1188] charter).¹

¹ *Bristol Charters*, ed. Harding, p. 11. Miss Bateson considers that this almost certainly referred to the Assize of Mort d'Ancestor (*Borough Customs*, vol. i, p. 243, note 1).

(b) "Omnia brevia de assisa mortis antecessoris
[1221] frangantur quia nullum jacet infra burgum vel
libertatem."¹

(c) "That a writ of right be pleaded in the hundred
according to the accustomed processes and delays, until
[*circ.* interrupted by *pone*. And that other writs, whether
1240] returned by the sheriff or original, shall likewise be
pleaded there as they were wont to be pleaded. And
that no writ of Mort d'Ancestor shall be pleaded there."²

(d) "Assisa venit, etc. . . . si Lecia filia Walteri³ Mater
Roesie vxoris Willelmi de Ardis fuit seisita in Dominico
suo, etc., de uno messuagio cum pertinenciis in Radecliffe
die quo, etc., et si, etc. Quod messuagium Henricus
[1243] Hallehors et Isabella uxor ejus tenent Qui veniunt ;
et super hoc veniunt Ballivi Bristollie Quod
tenementum illud est de libertate Bristollie ubi tale breve
non currit Et proferunt cartam Regis Henrici Avi, etc.
Que hoc testatur. . . ."

(e) In an Assize of Mort d'Ancestor⁴ brought by Robert,
son of Robert Whyte, against Henry Bilter in respect of two
shillings rent in Redelond the defendant pleaded as follows:—

"Quod le Redelond est in suburbio Bristollie et quod . . .
non currit . . . breve mortis antecessoris eo quod
[1269] tenementa in suburbio Bristollie ideo bene legari
possunt sicut in villa Bristollie Et predictus Robertus
non potest hoc dedicere, etc. . . ."

"Quod⁵ nullus burgensis de Bristollia placitet seu placitetur
extra muros ville de ullo placito preter placita de
[1188] exterioribus tenuris Que non pertinent ad hundredum
ville" (John's charter).

The⁶ last-mentioned charter provision was confirmed
[1252] by Henry III's charter of this year.

¹ Assize Roll 271, membrane 9.

² Bristol Customal; see Bateson, *Borough Customs*, vol. i, p. 251.

³ Assize Roll 756, membrane 4, *dorso*. The reference to a charter of Henry II is extremely interesting; it cannot be a scribal error for that charter of Henry III by which he provided that the men of Redcliffe should answer with the burgesses of Bristol before his justices, because this charter was not granted until 1247. No such charter as that referred to in the Roll has, up to the present, been found.

⁴ Assize Roll 275, membrane 35, *dorso*.

⁵ *Bristol Charters*, ed. Harding, p. 9. ⁶ *Ibid.*, p. 25.

It will be observed that these charter provisions did not give any particular Bristol court exclusive jurisdiction; they merely provided that no burgesses should plead or be impleaded without the walls, a fact to be borne in mind when considering the records that follow:—

In¹ a case of Novel Disseisin before the Judges of Assize at Gloucester, concerning a property in Bristol, [1353] “Veniunt maior et ballivi ville Bristollie et calumpniant inde libertatem suam.”

In² a case of Novel Disseisin before the Judges of Assize at Gloucester, concerning a messuage and three acres of land in the suburbs of Bristol, “Veniunt Ballivi ville [1355] Bristollie et dicunt quod Dominus Johannes quondam Rex Anglie progenitor domini Regis nunc, per cartam suam concessit burgensibus ville Bristollie. . . . Quod ipsi non placent nec implacentur extra muros ville Bristollie de ullo placito preter placita de exterioribus tenementis que non pertinent ad hundredum ville predictę quam quidem concessionem dominus Rex nunc Ratificavit et confirmavit. . . .”

An³ exactly similar case was met with the same [1360] objection by the bailiffs of Bristol.

In⁴ an Assize of Novel Disseisin held before the Justices of Assize at Gloucester, the bailiffs of Bristol described the liberty quoted above, and adduced a Writ Close [1362] addressed by the king to the justices, directing that the liberty should be allowed, and also the tenor and record of the 1355 case above referred to; the bailiffs stated, also, that the parties named in the assize were burgesses of Bristol, and that the property was Bristol property, and they claimed that the plea thereon should be held before the justices in Bristol, and not elsewhere.

¹ Assize Roll 1446, membrane 1.

² Assize Roll 1452, membrane 18.

³ Assize Roll 1457, membrane 13, *dorso*. See also *Coram Rege* Roll K.B. 27/176, m. 36; and *Abbreviatic Placitorum*, p. 251; *Coram Rege* Roll K.B. 27/110, m. 8; and *Abbreviatic Placitorum* p. 280; and *Plac. Roll* (Common Pleas) C.P. 40/336, m. xii.

⁴ Assize Roll 1461, membrane 8; *The Little Red Book of Bristol*, ed. Bickley, vol. i, p. 94.

EVIDENCE
BEARING ON
PARAGRAPHS
(b) AND (c).

The¹ petition of the mayor and commonalty of Bristol leading to the grant of the charter of 1373 contains, amongst other requests, the following:—

“Also like counties it may be confirmed in their charters by our Lord the King that now is, that no burgess of the said town shall plead or be impleaded outside the walls of the town; that it may please our lord the King to specially declare the said general words, to wit, that no burgess of the said town and suburbs implead or be impleaded of their tenures being within the same town and suburbs, nor of anything done or to be done within the same town and suburbs before any judge outside the town . . . and that the burgesses, their heirs and successors burgesses of the same town, may have cognisance of all manner of pleas, as well of lands, tenements, rents and tenures being within the said town and suburbs, as of other contracts, covenants, debts, trespasses and other pleas and complaints, and other things whatsoever, done or arising in any manner whatsoever within the said town and suburbs touching any persons whatsoever . . . to hold and to have before the said Mayor and Bailiffs within the same town for ever, and to make execution of judgments rendered before them in any pleas or cases soever above said, so that no justices of the King or of his heirs appointed to do justice at the assizes, juries, certificates or attainders in the said two counties of either bench, or any other judges whatsoever appointed for Oyer and Terminer, or to keep the peace, or to make any other inquest whatsoever, nor Sheriff or Escheators of the said counties, nor any other minister of the King or of his heirs of the said town or suburbs, have cognisance in any way of, or meddle or interfere with the tenures in the said town and suburbs, nor with contracts, covenants, trespasses, pleas, complaints or anything whatsoever done or to be done, arising or to arise within the said town and suburbs, of whatsoever state or condition the parties may be, demandants or tenants, plaintiffs or defendants, unless it touches our lord the King or his heirs; but that henceforth it may be written in the Chancery of our lord the King and of his heirs by writs of right patent to the mayor and bailiffs of the said town that they do full right to the parties,

¹ *The Little Red Book of Bristol*, ed. Bickley, vol. i, pp. 116 sqq.

demandants and plaintiffs, of the lands, tenements, rents and tenures within the same town and suburbs; and that anyone whatsoever, demandant or plaintiff, in all manner of actions for demanding lands, tenements, rents or any other kind of tenure within the same town or suburbs, can plead by the said writ of right patent on certain protest thereof to be made thereof according to the form and nature of any writ of the King as well [as] of assises of novel disseisin, mort d'ancestre certificates and attainders as of any other writ touching plea of land or tenements to be pleaded at their choice . . . so that all manner of pleas, as well real as personal be held and terminated before the said mayor, bailiffs and sheriff in form aforesaid and not otherwise."

EVIDENCE
BEARING ON
PARAGRAPH (d).

The¹ charter of Edward III (1373) contains the following provisions :—

"And moreover we have granted and confirmed for us and our heirs to the said burgesses and their heirs and successors for ever, that no burgess of the said town, suburbs and precincts, or any other person whatever on account of their tenures which are in the same town of Bristol, its suburbs and precincts . . . shall plead before any judge out of the same town of Bristol . . . or any otherwise than by his fellow-burgesses of the said town of Bristol, its suburbs and precincts But that the mayor and sheriff of the said town of Bristol, who for the time shall be, shall have cognizance of all pleas, and also of assizes of *novel disseisin* and of *mort d'auncestre*, and of certificate of persons arraigned and to be arraigned on account of lands, tenements, rents and tenures whatever being within the said town of Bristol, its suburbs and precincts; . . . such cognizance to be holden and had before the said mayor and sheriff of Bristol within the said town of Bristol in the guildhall of the same town and to be determined in form of law, and to be committed by the same mayor and sheriff to due execution to be caused to be done thereupon, of whatever condition the claimant or plaintiff, the tenant or defendant be: which cognizance at the petition of the said mayor and sheriff or the attorney of the same, before whatever justices

¹ *Bristol Charters*, ed. Seyer, p. 48 sqq.

of us or our heirs of one bench or of the other, or before whatever other our justices, or elsewhere in whatever courts of us or our heirs, whether by the writs or without the writs of us and our heirs such pleas shall any ways happen to be moved, shall be allowed and granted to the said mayor and sheriff of Bristol in their own name and that of the burgesses aforesaid by the same justices and other officers of us and our heirs of the courts aforesaid on the inspection of our charter made on the subject of these our present grants, without having any writ of us or our heirs, or any other warrant or mandate thereupon directed to the said justices or officers; such cognizance to be holden, had and determined in manner as is premised by the said mayor and sheriff, and committed to due execution to be caused thereupon to be done: . . . So that the justices of us and our heirs who shall be appointed for taking assizes, jurates, and certificates or other inquisitions in the said county of Gloucester and Somerset, or the justices of us and our heirs of one or the other bench, or the justices of us and our heirs of oyer and terminer or for keeping the peace or for taking or making any other inquisitions whatever, or the sheriffs and eschaetors of the counties of Gloucester and Somerset, or any other justices and officers of us or our heirs whatever shall have no cognizance or jurisdiction concerning any tenures which are within the said town of Bristol, its suburbs and precincts, . . . (Those cases only being excepted where error hath happened to the justices in eyre of us and our heirs, . . .) nor shall any such judges be appointed in the same town of Bristol, its suburbs and precincts, nor shall they interfere in any case, of whatever state or condition the claimants or the tenants, the plaintiffs or defendants shall be; But that hereafter for ever the mayor and sheriff of the said town of Bristol, who for the time shall be, shall have power and jurisdiction of hearing and determining all the aforesaid pleas and complaints in form aforesaid: (those cases only being excepted wherein error shall happen to the justices in eyre of us and our heirs . . .)."

EVIDENCE
BEARING ON
PARAGRAPH of an Assize of Fresh Force which had been reversed on Writ
(e) (FIRST
PART).

¹ *Rotuli Parliamentorum*, vol. iii, p. 314.

of Error, contains the statement that the Writ of Error commanded the mayor and bailiffs to bring before the court :—

“les record & proces du dite assize de Fresh Force que
sommonez fuist et pris devaunt eux en lour court de Bristuyt,
sanz Brief le Roi solonc la custume de la dite ville.”

The proceedings in the Writ of Error are of considerable interest ;¹ the record is very lengthy, and such portions of it as are important for our present purpose may be summarized as follows :—

According to the plaintiff's pleadings, one, Paul de Corderia, granted the premises in dispute to John de la Leygrave and his wife, in frankmarriage, from whom they descended to their daughter Joan, and from her to her son William (not the plaintiff, but his uncle) ; William, it appears, granted the premises to one John Riper (to whom, however, there was no livery of seisin), who entered and ultimately devised them to his executors with directions to sell them ; this the executors did, by enfeofing Hugh Carleton and his wife Edith, who, in their turn, enfeoffed John Carleton and his wife Matilda, in tail. The plaintiff claimed the premises as heir, not of the William who enfeoffed John Riper, but of his brother Hugh. (William must have died without issue.)

As heir he “entered upon the possession” of Hugh Carleton and his wife Edith, and was disseised by Hugh Carleton and others, whereupon he brought a Bill of Fresh Force against Hugh and Edith, with which, however, he did not proceed ; instead, he once more entered the premises, and this time was disseised by John and Matilda ; as a result of this second disseisin he brought another Bill of Fresh Force against Hugh and Edith, John and Matilda.

Matilda, in her pleading, alleged that the plaintiff had commenced proceedings in the Common Pleas by a Writ of *Formedon* ; as a matter of fact, the proceedings came to nothing, because the mayor and sheriff of Bristol claimed their court, and we only mention them because Matilda stated—

“quod breve (*i.e.* *Formedon*) fuit de alteriori natura quam querela ista per assisam frisce forcie secundum consuetudinem.”

¹ King's Bench 27/522, membrane 49.

There were several adjournments before the court decided that the assize should be held ; the jurors ultimately found that the plaintiff was seised of the premises, and was disseised by John and Matilda, but not by Hugh and Edith ; they added that, when John Riper entered, he did so without livery of seisin. It is amusing to notice that, while the jury were delivering their verdict, the defendants complained that before the jury had returned to the court for that purpose, and while they were shut up, they had eaten and drunk at the plaintiff's expense ; the jury, on being questioned by the mayor, admitted eating a loaf of bread and drinking a quart of wine, but explained that they did so because one of their number was in peril of death, and that they had first agreed on their verdict ; they said that they had sent someone for the food, but did not know whom.

In the proceedings in error, John and Matilda stated no less than fourteen points on which, according to them, the Borough Court was wrong ; some of these were frivolous, and some irrelevant to our present inquiry. The notable points are as follows :—

(a) That it was the custom of Bristol, and had been from time immemorial, that the mayor and bailiffs should not take the Assize of Fresh Force except in the case of a disseisin within forty days of the "affirmation" of the Bill (*nisi de disseisina facta . . . infra quadraginta dies ante billam ejusdem affirmatam*), and that no mention was made in the record of this fact, or of the date when the Bill was affirmed.

(b) That John Riper died seised of the premises, and that there were diverse feoffments made after his death, wherefor the plaintiff's right of entry was tolled (*in quo casu ingressus querentis omnino tollitur*), but that, notwithstanding, the assize had been taken by reason of the title claimed by the plaintiff in virtue of such right of entry (*et ipsi ceperunt assisam predictam causa tituli quem clamavit virtute ingressus sui predicti*).

(c) That it was the custom of Bristol, and had been from time immemorial, that the parties should have a day "*de quindena in quindenam*," and that, in spite of this, one day was given fourteen weeks after the last.

(d) That the title by which the plaintiff claimed to have the assize was not inquired into (*titulus quem querens allegavit pro assizea habenda non est inquisitus*).

The court decided in favour of the appellants on the ground that the plaintiffs' right of entry was tolled, that the jury had eaten and drunk as above mentioned, and on another ground to which we have not referred.

The record of proceedings in an Assize of Fresh Force copied in *The Great Red Book of Bristol*¹ are as follows :—

“Placita tenta coram Thomas Knapp' maiore ville Bristollie Johanne Bourton' et Ricardo Hautesford tunc Ballivis in Gihalda ville Bristollie die lune proximo post festum Corporis Christi Anno Regni Regis Ricardi secundi quinto-decimo Assisa Frisce Forcie secundum consuetudinem ville Bristollie venit recognitura si Johannes Abbas monasterii Sancti Augustini Bristollie, Simon Olyver et Agnes uxor ejus, injuste et sine iudicio disseisiverunt Johannem Heede de libero tenemento . . . in villa Bristollie. . . . Et Ballivis respondit quod predictus abbas attachiatus fuit per pleggia Thome Hall et Nicholai Wareyn et quod predicti Simo' et Agnes attachiati sunt per pleggia Jacobi Cokkes et Johannis Sely et predictus Abbas exactus fuit et comparuit per Walterum Griffyn attornatum suum. . . . Et predictis Simoni Olyver et Agneti uxori ejus quidam Ricardus June respondit tanquam eorum ballivus.

(The defendants denied disseisin and sought the assize.)

“Et capita est inde assisa per sacramentum Thome Prestly Ade Inhyne Ricardi Assche Johannis Richardis Walteri Wynter Ricardi Brokworth Hugonis Plommer Johannis Haddon' Walteri Trebell Johannis Sloo Walteri Portlond Et Johannis Wyke super Kaiam Qui dicunt super sacramentum suum quod predicti Abbas Simo' et Agnes uxor ejus nullam injuriam seu disseisinam prefato Johanni Heede de libero tenemento predicto fecerunt Ideo, etc. . . .”

EVIDENCE
BEARING ON
PARAGRAPH (e)
(SECOND PART).

The question as to whether the Assize of Mort d'Ancestor was replaced by the Assize of Fresh Force is more difficult. So long as the Borough Court had no exclusive jurisdiction in real actions a very large number were heard by the Justices in Eyre and the Justices of Assize;² indeed, it is impossible to decide what concurrent jurisdiction the local court possessed, although it is

¹ *The Great Red Book of Bristol*, fo. 59b; a record of similar proceedings is to be found amongst the All Saints' documents, No. 159.

² The Assize Rolls prove this, and it is probable that many Rolls have been lost (Selden Society, vol. i, p. ix).

almost certain that it had entertained the Assize of Fresh Force from early times, and there is positive evidence of the trial there of a Writ of Right¹ and a Writ of Right² of dower. When, however, the Borough Court was given exclusive jurisdiction matters assumed a very different aspect.

The Royal Justices (subject to the terms of their commission) were, of course, competent to hear and determine all kinds of real actions,³ each of which would be commenced by its appropriate writ, but it by no means follows that actions could be commenced by all these forms of writ in the Borough Court; in the case of some boroughs⁴ the burgesses had only the Writ of Right (and the Assize of Fresh Force which, as we have seen, was commenced without writ).

It is on this point that the petition of 1373 becomes of great importance; as we have seen, the burgesses requested that—

“Henceforth it may be writt in the Chancery . . . by Writ of Right Patent to the Mayor and Bailiffs that they do full right to the parties . . . and that anyone whatsoever . . . in all manner of actions for demanding lands, etc. . . . can plead by the said Writ of Right Patent on certain protest

¹ Assize Roll 273, membrane 24 *dorso*.

In an action by John de Berewik, Matilda, his wife, and Amicia, her sister, against Adam Warener and Alice, his mother, claiming two messuages in Bristol (the proceedings were by Writ of Entry), the defendants stated that the plaintiffs “alias implacitaverant ipsos de predictis messuagiis in Curia Bristollie per breve de recto.”

² Assize Roll 273, membrane 27.

In an action “*unde nichil habet*” brought by Isabell Aylward against Henry de Gaunt, the defendant objected “quod predicta Isabella alias in curia de Bristollia implacitavit ipsum (de) eadem terra per breve dotis de recto.”

³ Except, of course, Mort d’Ancestor. By the time that power to entertain this assize was given their jurisdiction in Bristol had ceased.

⁴ *Drogheda*.

“and that no one be impleaded concerning any tenement within the bounds of the aforesaid borough, but by the writ of right, and that full right be done to the complainants thereon in the hundred aforesaid, according to the custom of the borough aforesaid.” (Ballard and Tait, *British Borough Charters*, 1216–1307, p. 195).

Kilkenny.

“They claim to hold a hundred in the said town before the reeve of the same fortnightly, and to plead in the said hundred all the pleas concerning the tenures of that town by writ of right or by fresh force, . . .” (Bateson, *Borough Customs*, vol. i, p. 239).

For examples of boroughs permitting other writs see Winchester (Bateson, *Borough Customs*, vol. i, p. 253) and Southampton (Ballard and Tait, *British Borough Charters*, 1216–1307, p. 195).

thereof to be made according to the form and nature of any Writ of the King . . . as well (as) of assizes of Novel Disseisin Mort d'Ancestor, etc. . . . as of any other Writ touching plea of land or tenements to be pleaded at their choice."

From this evidence it may be inferred that the Bristol burgesses normally commenced a real action in the Borough Court by Writ of Right Patent; it is not suggested that either the petition or the charter were intended to interfere with the customary proceeding by way of Assize of Fresh Force;¹ but this action must have had a limited application, and Fitzherbert's suggestion that it was the local substitute for Novel Disseisin, Mort d'Ancestor, Intrusion, Formedon,² or any other possessory writ, can hardly have been true of Bristol in 1373; the burgesses would not have referred in such very pointed terms to the cumbersome and dilatory Writ of Right if they had entertained any hope or expectation that the Assize of Fresh Force could have been made to serve their turn.

Fitzherbert,³ after stating that—

"it is now a common opinion, That if a man hath title to have a *Formedon* of Lands or Tenements in *London* or any other action real, as a Writ of *Entre Sur Disseisin*, or other Writ whatsoever of Lands or Tenements, that he ought to sue this Writ of Right Patent, directed unto the Mayor and Sheriffs of *London*, that they should do Right, etc. And that the Demandant upon this Writ, shall make his protestation to sue it in the nature of what Writ that he will, as a man shall do upon a Writ of *Droit Close* sued in ancient Demesne,"

¹ That this action was a very old one at the time of *Leygrave v. Carleton* is clear from statements made in the course of the case that—

"consuetudo ville Bristollie est et fuit a tempore quo non extat memoria quod maior et ballivi . . . non capeat assisam frisce forcie nisi de disseisina facta, etc. . . ."

and

"consuetudo ville Bristollie est et a tempore quo memoria non existit quod . . . etc."

² It will be remembered that in *Leygrave v. Carleton* one of the defendants pleaded that the Writ of Formedon was of a higher nature than the Assize of Fresh Force.

³ *New Natura Brevium* (1652 Edition), p. 14 sqq.

continues—

“But it seemeth the Law shall not be so . . . And I have not heard that a man shall make protestation to sue such Writ Patent in the nature of what Writ he will.”¹

This apparently erroneous opinion was expressed by Fitzherbert in relation to London, but it is quite obvious that the draughtsman of the petition of 1373 would not have agreed that this opinion was true of Bristol either.

Fitzherbert follows the statement just quoted with a further one (already quoted on p. 83, note 2), which is used by Bolland as one of his authorities for the proposition that Fresh Force was the local substitute for the possessory actions. It is possible that, in course of time, the scope of the Assize of Fresh Force in Bristol increased at the expense of the Writ of Right Patent; but this is mere conjecture, seeing that there are no continuous records of the Mayor's Court until the reign of Elizabeth;² by this time, of course, the action of ejectment was rapidly ousting the older forms.

It is true that the charter of 1373 does not refer to the Writ of Right Patent (since this was a purely procedural detail, it is hardly to be expected that it would), but when the mayor and sheriff were given cognisance of, for instance, the Assize of Mort d'Ancestor, it may be assumed that the action was really commenced by the Writ of Right Patent, and declared “in the nature of” such an Assize, when the defendant appeared; we conclude, therefore, that in Bristol the Assize of Fresh Force was not a substitute for the Assize of Mort d'Ancestor.³

¹ Again Fitzherbert's opinion is inconsistent with *Liber Albus*, ed. Riley, which contains the following statement (pp. 181, 182):—

“In Hustings of Pleas of land are pleaded Writs of Right Patent . . . and if the tenants appear, the demandants shall declare against such tenants in the nature of whatever writ they shall please (certain writs excepted which were pleadable only in the Hustings of Common Pleas) . . . without protestation, being made that they will sue in the nature of any Writ in particular.”

As we have seen, the Assizes of Fresh Force and Mort d'Ancestor were pleaded before the sheriffs and coroner (p. 83, note 1).

² And then only action books.

³ The assize would not lie if the claimant claimed through the testator (see p. 82, note 1); in such a case the claimant would have adopted some other remedy (such as a Writ of Right), but we do not believe that it would have been the Assize of Fresh Force unless, in the language of the Ipswich Customal (see p. 96, note 1) and within the appropriate period, he had “thrust himself in and been thrust out.”

EVIDENCE
BEARING ON
PARAGRAPH (f).

We have said that the Assize of Fresh Force had a limited application, but this does not appear to have been so limited as Novel Disseisin in its earlier form. We would suggest that it could only be employed when there had been an *actual*¹ disseisin within the forty-day period, but that, if it lay, questions of title were pleaded and decided, which would have been entirely irrelevant if the issue had been merely "disseisin or no disseisin."

The case of *Leygrave v. Carleton* was founded on a complaint of disseisin, but the plaintiff went far beyond this issue; he not only alleged his disseisin, but he also sought to prove that he had a good right of entry; the recognitors found for him on both points (not merely on the disseisin), and the fact that his right of entry was tolled was one of the grounds upon which the case was reversed by the superior court.

This view receives support from the customs of other boroughs; the *Leges Burgorum*,² for instance, state, when describing the assize, that:—

"on that day immediately and before the judge rises, it shall be decided by a good and lawful assize to which of the parties the said land . . . ought to belong, so that he who loses the suit shall never more be heard thereon. And be it known that, in this plea . . . the cause should proceed in a summary way to the recognition, not only of possession but also of the fee and the free tenement, for the plea of Fresh Force touches free tenement, and fee and possession, sometimes both, sometimes each by itself."

¹ This aspect of the assize is apparent in the Ipswich Custumal, according to which (*Black Book of the Admiralty*, vol. ii, p. 41) the assize could be used if one man disseised another of his free tenement in Ipswich. On page 77 (*ibid.*) it deals, in particular, with its application to a case in which land of inheritance was devised (by the custom of devise, only purchase could be devised); the person aggrieved, provided he "thrust himself in" within forty days of probate, and was thrust out, could institute the Assize of Fresh Force; but if he thrust himself in and was thrust out after the forty-day period, he was left to his remedy by Novel Disseisin or other writ, after the law and usage of the town. The Norwich Custumal (*Records of Norwich*, vol. i, p. 162) deals with the case in which, after the death of a testator, premises devised were seized by someone under colour of right. Here the assize was given to the executors; at page 153 (*ibid.*) it is stated that the assize lay in the case of Fresh Force recently done ("per vim friscam recenter factam"). For actual proceedings of this kind in the Borough Court, see *ibid.*, p. 296. For the Northampton custom see *Records of Northampton*, vol. i, p. 234; for the London custom see *supra*, p. 83, note 1.

² Bateson, *Borough Customs*, vol. i, p. 235; see also the customs of Northampton, *ibid.*, p. 237, and of Hereford, *ibid.*, p. 240.

In this connection it is also interesting to notice one of the records of proceedings in Fresh Force quoted by Rastell.

The assize was held to determine if L.A.B. and C. unjustly and without judgment and by recent force, disseised the Abbot of G. of his free tenement in X.

The Abbot complained that he had been disseised of 20s. rent. The defendants denied the disseisin, and put themselves on the assize.

The recognitors found that the Abbot had been seised of the rent in his desmesne as of free tenement in right of his monastery, until he was disseised by L. The matter did not stop there, however ; the recognitors were also asked :—

- (a) For particulars of the rent.
- (b) What right the Abbot had in it.
- (c) Which of his predecessors were seised of the rent, and in the reigns of which kings.
- (d) What damages he had sustained.
- (e) If the disseisin was by force and arms.
- (f) If there was fraud or collusion between the parties.

¹ *Book of Entries* (1574), p. 73.

ALIENATION INTER VIVOS

THE present subject differs in one very important respect from that of devise. There we were dealing with customs which necessarily diverged very widely from the Common Law, not only in main principles, but also in those subsidiary rules which were their natural corollaries; here very different considerations apply. Pollock and Maitland,¹ in their remarks upon the curious construction placed by the Common Law on the fee simple conditional, add:—

“But explain the matter how we will, we cannot explain it sufficiently unless we attribute to the king’s court a strong bias in favour of free alienation.”

Holdsworth,² again, says:—

“The law as settled in Edward III’s reign gave to the Crown one more feudal incident—the fine for alienation; but it left all tenants free to alienate their lands; restraints on alienation based upon feudal principles had ceased to exist. We shall see when we come to trace the history of the estate tail that the courts were astute to prevent the erection of any new restraint upon this freedom of alienation. The result of these developments was so to strengthen the bias in favour of alienation which the Common Law had always possessed, that it came to be regarded as a fixed principle depending upon ‘reason or public policy.’”

In a trading centre like Bristol the bias in favour of free alienation of land of purchase may possibly have been both earlier and more pronounced;³ but, seeing that it was operating alike on Borough Custom and Common Law during the great formative period of our real property law, and that the Common Law responded to it by overcoming the most serious obstacle to free alienation *inter vivos* at an early date, we must not expect

¹ *H.E.L.*, vol. ii, pp. 18, 19.

² *H.E.L.*, vol. iii, pp. 84, 85.

³ But see *supra*, page 16.

those wide divergencies which existed in the case of devise. Moreover, if it be true that the King's Court exercised a paramount influence over the growing Common Law, this influence, though not so strong, must, none the less, have been considerable in such a town as Bristol, where the Borough Court did not acquire an exclusive jurisdiction in actions relating to land until 1373;¹ this, also, would make for uniformity.

In the case of devise, definite evidence enabled us to trace the custom back to a very early date; in the matter of alienation *inter vivos*, with the exception of one case to which we shall refer in due course,² no very early evidence has been found; but it may well be that the desire to control the destination of property after death was originally stronger than the desire to alienate it *inter vivos*; it is true that investment in real property ultimately became popular in Bristol, but it is at least possible that, at one time, there was little to induce a burgess to acquire more than sufficed the needs of himself and his family, nor did his implacable dislike of the "foreigner" encourage settlers.³

There are indications that, even in the thirteenth century, an effective power of alienation was regarded rather as something which depended on the form of the gift than as a natural attribute of ownership; it is difficult to explain expressions⁴ found in some of the thirteenth-century deeds on any other grounds.

In a conveyance of land in Scadepull Street in the year 1257 a tenement was granted to a man and his heirs "in feodo et hereditate libere et quiete, etc.," and the deed contained the proviso that it should be lawful for the purchaser, his heirs and assigns to give, sell, mortgage, or exchange the land as he wished. This proviso, be it noted, was not an addition to the habendum, but was a clause quite distinct from it, and following the reddendum.

In two other deeds, which it is difficult to date precisely, a

¹ The most casual glance at the Assize Rolls for Henry III's reign shows the very large number of cases relating to land which were decided by the Royal Justices.

² See page 106.

³ See John's charter of 1188, which provided that no stranger merchant should buy within the town, of a stranger, leather, corn, or wool; that no stranger should remain in the town with his goods for the purpose of selling them for more than forty days; that no stranger should have a wine shop except in a ship, or sell cloth by retail except at the fair (*Bristol Charters*, ed. Harding, p. 11).

⁴ See p. 126.

similar provision appeared, except that alienation to men of religion and Jews was forbidden.¹

The habendum of another deed dated in 1272 contained the statement that the property was conveyed to the purchaser and his heirs "in feodo et hereditate ad faciendum inde totum libitum eorum in omnibus"; and a similar provision is to be found in other deeds.²

Although assigns were very commonly mentioned in Bristol thirteenth-century deeds, such elaborate provisions as we have been discussing are somewhat exceptional, and it may be inferred, therefore, that the principle which required them was beginning to lose its force. In the light of our previous remarks it is interesting to notice that a statement of Bracton's³ suggests that he, also, attached importance to the form of the gift if the position of the assign was to be secure, although, as Pollock and Maitland point out,⁴ this opinion was not in accordance with the Common Law of the time.

RESTRICTIONS ON ALIENATION.

The bias in favour of freedom of alienation has already been referred to, but as legal history shows, it has had to contend with interests to which it runs counter, such as the rights of the lord, the heir and the spouse. This conflict was not confined to the Common Law; Bristol, like other boroughs, was called upon to deal with the same problem.

It is necessary to consider, also, restraints arising out of the incapacity of one or other of the parties to a transaction, such as coverture, infancy, etc. Since all these questions are of considerable complexity, it is proposed to deal with them under separate headings.

RESTRICTIONS IN FAVOUR OF THE LORD.

Ricart commences his *Kalendar*⁵ with an expression of almost extravagant gratitude because "this noble and worshipfull Toune

¹ A provision of this kind was not uncommon. See Ballard and Tait, *Borough Charters*, p. 49 (Religious Houses and Jews) and p. 88 (Ministers of the King and Men of Religion); Bateson, *Borough Customs*, vol. ii (Men of Religion—this is a Customal provision); Madox, *Formulare Anglicanum*, cccxix (Men of Religion), cccxxvii (Religious Houses—mortgages to Jews), cccxxix (Religious Houses).

² See further as to this p. 126. The possibility that draughtsmen were following old precedents must not be overlooked.

³ Bracton, ed. Twiss, vol. i, p. 136; and see also Madox, *Formulare Anglicanum*, ccc (p. 182), cccxv (p. 189), cccxxv (p. 194), cccxxvii (p. 196), cccxxix (p. 197), cccxxxi (p. 198).

⁴ *H.E.L.*, vol. ii, p. 14. ⁵ *Ricart's Kalendar* (Camden Society), p. 2.

off Bristowe is holde of oure souveraigne Lorde the Kinge in Frank burgage and withoute mesne, by reason of his langable of the same."

Some of the boroughs were created by mesne lords—Adam, Abbot of Eynsham, for instance, created a borough on his manor of Eynsham in 1215—and it is to be presumed that Ricart intended to contrast Bristol with boroughs of this type. It would, of course, be quite incorrect to suppose that every tenant of a burgage tenement in Bristol held direct of the king; successive subinfeudations¹ created fairly numerous mesne lordships. In considering, therefore, whether restrictions on alienation were imposed in favour of the lord, a distinction must be drawn between the king and the mesne lords.

The king's interest in the Bristol burgage tenement was not very considerable; he had a chance of escheat (which was reduced to a minimum by the power of devise), a langable rent (which was certainly a very small one) payable in respect of each of the original burgage tenements, and the peculiar render known as Tyna Castri, which was also of comparatively small importance. It would be surprising to find any restraint on alienation imposed on his behalf, and in point of fact there is not a particle of evidence that it existed.

In spite of the provisions of *Quia Emptores*, examples can be found of boroughs in which a definite *retrait feodal* persisted, even up to a comparatively late date in their history. Northampton² is a case in point. In this borough, subject to the rights of the heir, the lord had a right of pre-emption, as to which elaborate provisions are to be found in the Custumal.

The evidence that a mesne lord in Bristol could, in any way, interfere with his tenant's alienation is so faint as to be almost non-existent, even in the earlier part of the thirteenth century. Possibly the provisions (to which reference has already been made)³ giving an express right to alienate could be used as an argument in support of the lord's right, although such a clause is, as we have seen,⁴ capable of a far more probable explanation; there is one deed, also, which, after granting an express power of alienation, added the words "sine reclamacione mei vel heredum

¹ It will be seen hereafter that alienation by subinfeudation would appear to have been the rule in the thirteenth century.

² See *supra*, p. 19.

³ Pages 100, 101.

⁴ Page 100.

meorum," and finally there is the deed of confirmation referred to below. Even these traces, if traces they can be called, had disappeared by the end of the thirteenth century. So far as the lord's right of pre-emption is concerned, the evidence is distinctly negative.

In a grant by Howell de Llandaff¹ the following provision was inserted :—

"Si eam vendere voluerint erimus nos inde propiores omnibus aliis de duodecim denariis argenti ita quod condicionem illam impediri non poterimus ultra proximos quindecim dies postquam nobis oblata fuerit."

Seeing that this clause appears in no other known Bristol deed of the period, it would seem that the privilege was exceptional, and required an express provision to create it. It is true that it goes beyond the ordinary right of pre-emption, and, that being so, its existence is no authority for the proposition that the ordinary right did not exist ; as against its existence, however, is the fact that conveyances of the period were commonly made to "A, his heirs, *and assigns*," and that the warranties were in favour of the same persons ; more important still is the fact that there is no trace in the records of the exercise of any such right, although, had it existed, such transactions would doubtless have been fairly common.

In a deed of 1242² John Hose, who had granted tenements near St. Peter's Church to his sister "pro homagio et servicio" (who, in her turn, had granted them to Simon Clarke), confirmed his sister's grant ; no other deed of a similar kind has been discovered, and it would clearly be impossible to infer from a single document that such a confirmation was normally necessary.

RESTRICTIONS IN FAVOUR OF THE HEIR.

The Common Law of Glanville's time exhibited a marked restraint in favour of the heir.³ Alienation of purchased land was less restricted than inherited, for, while the owner of the former could alienate it freely provided that he owned inherited land as

¹ For further particulars of this deed see p. 256. For a case where the lord could claim this privilege as of right see *British Borough Charters* (ed. Ballard, 1042-1216), p. 69, and for a reference to a similar provision in a deed see *ibid.*, p. civ.

² For further particulars of this deed see p. 264.

³ Pollock and Maitland, *H.E.L.*, vol. ii, p. 308, and see as to this question *supra*, pp. 13 *sqq.*

well, the owner of the latter could not alienate it without the consent of the heir, except to provide portions for daughters, rewards for retainers, and gifts to the Church; even then the heir must not have been entirely disinherited.

The next stage is a momentous one in the history of alienation; the restriction in favour of the heir entirely disappeared from the Common Law, and this, according to Pollock and Maitland,¹ in about the year 1200:—

“Bracton knows nothing of—or rather having Glanville’s book before him, deliberately ignores—the old restraint; it is too obsolete to be worth a word. The phrase ‘and his heirs’ in a charter of feoffment gives nothing to the heir apparent.”

Thus, long before Bracton wrote, the Common Law had not only removed what must have been the most serious obstacle to free alienation; it had also made unimportant the strong distinction drawn by Glanville between land of inheritance and land of purchase.

As will be seen hereafter, the Bristol evidence points to the conclusion that freedom of alienation *inter vivos* had been attained there in the thirteenth century, although a few deeds have been found which are apparently inconsistent with this conclusion. These will be described first.

1. The following is a conveyance by Alicia Mansel to the house of St. James, Bristol, in 1248:—²

“Sciant presentes et futuri quod ego Alicia Mansel filia Manselli Fabri pro urgenti necessitate mea concessi [1248] et quietos clamavi pro me et hereditibus meis domui Sancti Jacobi Bristollie quatuor denarios annui redditus assise quos habui jure hereditario post obitum

¹ *H.E.L.*, vol. ii, pp. 311, 313.

² It is interesting to notice that a charter, granted to the men of Tewkesbury, is enrolled in *The Great Red Book of Bristol* (fo. 271a), which contains provisions dealing with this particular point:—

(a) “et eisdem burgensibus (et) cuilibet eorum quod ipsi burgagium vel burgagia sua predicta que de adquisito in eodem burgo haberet vel haberent vendere invadiare mutare cum aliis burgensibus possit vel possint pro voluntate sua sine redemptione aliqua facienda. . . .”

(b) “et si contingat quod siquis depauperaretur per quod oporteret ipsum burgagium suum vendere primo peteret a proximo sibi hereditarie successuro coram vicinis suis per tres vices necessaria sua in victu et in vestitu pro status sui exigencia quod si sibi facere noluerit liceret ei burgagium suum pro voluntate sua vendere imperpetuum sine calumpnia.”

patris mei. . . . Habendos et percipiendos . . . dicte domui sancti Jacobi . . . libere quiete, etc. . . . sine omni calumpnia et contradictione mei vel heredum meorum. . . . Quare ego Alicia et heredes mei predictos quatuor denarios annui redditus assise predictæ domui contra omnes homines et feminas imperpetuum warrantizabimus. . . .”

This rent was payable out of Bristol property, and there is no question as to the date of the document.

2. The following are the relevant portions of a conveyance by Philip, son of John of Tetbury, to Henry of Badminton :—

“Sciant presentes et futuri quod ego Philippus filius Johannis de Tettebyr’ assensu et consensu Johanne uxoris mee et heredum meorum dedi et concessi et hac presenti carta mea confirmavi Henrico de Badminton’ quoddam mesuagium. . . . Tenendum et habendum de me et heredibus meis sibi vel heredibus suis vel ejus assignatis jure hereditario. . . . Ego vero Philippus vel heredes mei predictum mesuagium predicto Henrico vel heredibus suis vel ejus assignatis contra omnes homines et feminas warrantizabimus. . . .”

It is impossible to date the document exactly, but from the warranty and from its general form it could hardly be earlier than 1250.

3. The following are the relevant portions of a conveyance by Margery, daughter of William le Norreys, to Melebrond Pistor :—

“Sciant presentes et futuri quod ego Margeria filia quondam Willelmi le Norreis que fuit uxor Radulphi Camerarii . . . consensu et assensu Ricardi et Eve heredum meorum dedi, etc. . . . Melebrond’ Pistori totam illam terram, etc. . . . Habendam et Tenendam totam predictam terram (de me et heredibus meis) vel assignatis meis sibi Melebrond Pistori et heredibus vel assignatis suis . . . in feodo et hereditate. . . . Quare ego predicta Margeria et heredes et assignati mei totam predictam terram, etc. . . . predicto Melebrond Pistori et heredibus et assignatis suis contra omnes mortales warrantizabimus. . . .”

It is not easy to assign the exact date of this deed. It was witnessed by the mayor and prepositi, but the names given do not agree with the list in *Ricart’s Kalendar*. It is fairly certain,

however, that the date of the document was not earlier than 1260.

4. William Blundus and Johanna his wife granted :—

“ad operationes” of St. Mary Redcliffe, in frankalmoign, certain property in Bastestreet which was described in detail; the grantors warranted for themselves their heirs and assigns.

By another deed, with the same witnesses, Walter Blundus, described as “filius et heres” of William Blundus and his wife, released and quit claimed the same property to the same grantees.

Now, according to Pollock and Maitland,¹ the cause of the change in the Common Law was that, although a restraint in favour of the heir might be supported with some show of reason where the inheritance was partible, it would be unbearable when the eldest son took the whole; and the machinery of legal reason by which the change was effected was that—

“engine . . . that was often to show its potency in after centuries—‘the rebutting effect of a warranty’ . . . already when Bracton was writing this doctrine no longer came into play when a tenant in fee simple had alienated his land; for in such a case the heir had no right to the land, no claim which must be rebutted. It only came into play when the alienator and warrantor had been doing something that he had no business to do.”

It is proposed to examine the Bristol evidence with a view to ascertaining whether, for any reason, Bristol custom developed on lines different from the Common Law.

The case of Humfrey of Bath and his wife Ota, against Thomas, son of Thomas, must be our starting-point. The record is as follows :—²

“Humfredus de Bathon’ et Ota uxor ejus petunt versus Thomam filium Thome unum mesuagium cum [1221] pertinenciis in Bristollia ut jus ipsius Ote, etc. Unde Lamb’ pater ipsius Ote fuit seisisus, etc. Thomas venit et defendit jus, etc., et seisinam, etc., et ponit, etc. . . . Juratores dicunt quod Thomas qui tenet

¹ *H.E.L.*, vol. ii, p. 312.

² Assize Roll 271, membrane 9; there is no statement as to whether it was land of purchase or inheritance, but the devise (or death-bed gift) suggests that it was the former.

majus jus habet in mesuagio illo quam Umfredus et Ota secundum consuetudinem ville quia predictus Lamb' laborans in extremis dedit mesuagium illud Alicie uxori sue ut catallum suum et ipsa postea illud vendidit predicto Thome patri istius Thome in pleno hundredo presente predicta Ota et vendicionem illam concedente et preterea ipsa Ota postea abjuravit terram illam in pleno hundredo. Et super hoc dicunt Umfredus et Ota quod ipsa tunc fuit infra etatem et Juratores dicunt quod ipsa tunc habuit etatem secundum legem ville Ita quod recepit denar' ad partem suam et scivit denar' numerare."

This case is of peculiar interest, since Alice's conveyance, which was to the defendant's father, must almost certainly have dated back to 1200; in other words, it gives a fairly detailed picture of a Bristol conveyance before the date of the momentous change to which we have referred. We find that the conveyance was made in full Hundred Court, that Ota, the heir, was present, that she afterwards abjured the land there, and that she was paid a sum of money (whether one penny or more than one penny is not clear) by the purchaser; there is the closest resemblance between this case and the case quoted by Pollock and Maitland¹ where, in a conveyance by a woman to the monks of Winchcombe before the King's Justices at Gloucester, the monks, besides making a substantial payment to the woman, gave sixpence to her son and sixpence to each of her three daughters.

This case seems to show the claim of the Bristol heir in very much the same light as the claim of the heir at Common Law, and if this be so, Bristol had to face the same problem which the Common Law solved in about 1200.

Assuming that the problem existed in Bristol, we have next to determine whether the reason for solving it suggested by Pollock and Maitland also held good. About this there can be no question; it is abundantly clear that Bristol adopted primogeniture as one of its rules of descent.² The "engine" to which Pollock and Maitland refer was present, too; almost every thirteenth-century deed which has been examined contains a warranty by the grantor for himself, his heirs and assigns, nor is there any reason to suppose that this engine was less effective than at Common Law.

¹ *H.E.L.*, vol. ii, pp. 310, 311.

² See p. 79.

There is positive evidence¹ that a warranty was used in 1269 to defeat the claim of an heir where, to use Pollock and Maitland's words, "the alienator and warrantor had been doing something that he had no business to do." To apply the rebutting effect of a warranty to such a case as this, and to decline to use it to evade the strictness of the doctrine of non-alienation without the consent of the heir, would be "to strain at a gnat and swallow a camel."

Even if it be assumed that Bristol, while admitting the principle of free alienation in the case of land of purchase, adhered to the old restriction in the case of inherited land, it becomes impossible to account for such a case as the following :—²

John, son of Warener, claimed a messuage in Bristol from Thomas de Josne, and pleaded that Edith, his ancestor, was seised of it in her desmesne as of fee, and that from her the right passed to Roger as her son and heir, and that on Roger's death without heirs the right passed to the plaintiff; in Roger's hands, then, the land was land of inheritance.

The defendant admitted the seisin of Edith and Roger, but stated that the latter had enfeoffed him by a charter which he produced. There was not the slightest suggestion that Roger, as against John, had no right to make such a feoffment without

¹ Assize Roll 275, membrane 36 (? 37) :—

"Henricus Aky petit versus Willelmum filium Nicholai de la Marine quinque solidos redditus . . . in suburbio Bristollie quos Elyas Aky pater predicti Henrici, cujus heres ipse est, dedit Rogero Aky fratri suo et heredibus suis de corpore suo procreandis et qui ad predictum Henricum reverti debent per formam donacionis predictæ eo quod predictus Rogerus obiit sine herede de corpore suo procreato. . . . Et Willelmus venit et dicit quod non debet ei ad hoc breve respondere Dicit enim quod predictus Rogerus Aky dedit predictum redditum Nicholao de la Marine et Margerie uxori ejus, quorum filius et heres ipse Willelmus est, per cartam ipsius Rogeri quam profert et que hoc testatur, et que similiter testatur quod predictus Rogerus et heredes sui warrantizaverunt, etc. . . . Et dicit quod predictus Henricus est in seaisina de tenemento quod ei descendit de predicto Rogero fratre suo quod plus valet quam predictus redditus que [*sic*] modo est in demanda; unde, desicut predictus Henricus est heres predicti Rogeri, et est in seaisina de tenementis que ei descenderunt de predicto Rogero fratre suo que plus valent quam tenementum quod modo petitur Et obligavit se predictus Rogerus et heredes suos ad warrantiam predictus Willelmus et Margeria [*sic*] quorum heres Willelmus ipse est petit judicium si aliquid juris clamare possit. . . . Et Henricus bene defendit quod non est in seaisina de aliquibus tenementis que ei descenderunt de predicto Rogero patre [*?* fratre] suo jure hereditario Et preterea dicit quod predictus Rogerus obiit seaisitus de predicto redditu. . . . Et Willelmus dicit quod predictus Henricus est in seaisina de XS redditus in Bristollia per descensionem de predicto Rogero."

The parties afterwards came to an agreement.

² Assize Roll 273, membrane 25 *dorso*.

John's consent; the jury were called upon to decide, and did decide, the genuineness of the charter only, and that ended the matter.

Moreover, out of upwards of seventy thirteenth-century deeds examined less than half a dozen are expressed to be made with the consent of the heir; land of inheritance may have been somewhat exceptional, but we should have expected to find a larger number than this if the heir's consent was necessary to conveyances of such property.¹

If, on the other hand, Bristol during the thirteenth century did not advance beyond the point indicated in Humfrey of Bath's case, we should find traces of the heir's consent in almost every deed and Assize Roll.

The conclusion that Bristol followed the Common Law in its treatment of the heir's claim is irresistible. It is almost beyond reason to suggest that an important industrial community, such as existed in Bristol, would have continued to submit to this irksome restriction for nearly a century after the Common Law had abolished it; it would certainly not be safe to do so on the evidence afforded by the deeds referred to on pages 104, 105 and 106.²

How, then, are we to account for Alicia Mansel's conveyance, and the transactions in which the heir's consent was considered necessary? Bad conveyancing would seem the only possible explanation. After all, the change in the Common Law was as rapid as it was far-reaching, and with the old rules and the sharp distinction between the devise of land of inheritance and of purchase before his eyes, a nervous draughtsman or an over-cautious grantee might well have considered it safer to procure the heir's consent, at any rate, in a conveyance of inherited land.

The claims of the heir might have persisted for another reason, the *retrait lignager*; there is, however, no evidence that this existed in Bristol, nor could it have done so without leaving unmistakable traces in the borough deeds.

RESTRAINT IN FAVOUR OF THE WIFE.

An advocate of the principle of free alienation could find little to complain of in the attitude of the Common Law to the

¹ In the case of the Gloucester deeds such conveyances were extremely common.

² The strongest evidence is afforded by Alicia Mansel's conveyance. It will have been noticed that the grantee was the House of St. James, and it is well known that there was a close connection between it and the Abbey of Tewkesbury; it may be that the conveyance was drawn by someone more conversant with the customs of this borough than with those of Bristol.

restraint in favour of the heir, nor could Borough Custom well improve upon it. In the matter of the wife's claim to dower, however, the Common Law took a very different position, and admitted a restraint which was as far-reaching as it must have been troublesome. Here we might expect Common Law and Borough Custom to part company.

Of the Common Law rule Pollock and Maitland¹ say :—

“The abundant charters of the twelfth century seem to show that, according to common opinion, the husband could not, as a general rule, bar the wife's right without her consent, that he could bar it with her consent, and that (though this may be less certain) her consent might be valid though not given in Court. Just in Glanville's day the king's court was beginning to make a regular practice of receiving and sanctioning ‘final concords,’ and in the course of the thirteenth century the fine levied by husband and wife, after a separate examination of the wife, became the one conveyance by which dower could be barred.”

The Bristol evidence quite clearly establishes the fact that a fine was unnecessary to bar the wife's dower claim on an alienation *inter vivos*.

An examination of the Feet of Fines from 8 Richard I to 47 Edward III shows that, although Fines in which the husband and wife joined were common enough, yet in almost every case the property disposed of was the wife's ; this is apparent, because the warranty was by the husband and wife and the heirs of the *wife*.²

We must conclude, therefore, either that some other formality was observed, or that the wife in Bristol could only claim dower out of property of which her husband died seised.

We have good examples of the first of these alternatives in the Customs of Norwich and Northampton³—according to the Custumal of the former⁴ :—

“And answer may be given to the woman that she ought not to have her dower for that she by consent with her husband

¹ *H.E.L.*, vol. ii, p. 424.

² Cruise, *Essay on Fines* (edition 2), p. 183. The cases of Fines by husband and wife in which the warranty was by the husband for himself and his heirs are so infrequent that they can only be accounted for on some special ground. Perhaps the property in such cases had been granted to the husband and wife and the heirs of the husband ; a by no means uncommon form of limitation.

³ See *supra*, p. 25, note 1.

⁴ *Records of Norwich*, vol. i, p. 148.

in the full court of the city before the Bailiffs and other good men, gave the said tenement to the tenant or his ancestors or to him whose assign he is. And upon this *he can show his proper deed* by which this may be testified, provided, however, that the deed is found enrolled in the full court of the city according to the custom of the city."

According to the Custom of Northampton :—

"Also hit is purveide that if any man woll sellen his londe tenement or Rente . . . so that he and his wiffe comyn into pleyne Courte and the wyffe Quyte cleyme to the byer hyr Right of the dower in pleyn ples And pray to the Courte that the courte wolde witnesse That she hath quyte cleymed all hir Right that she may haven in the londes, etc. . . . by ryght of dower . . . till the Ende of the worlde that thyng shall dwellyn stedfaste. . . . And hit is to be witten That this same quyte cleyme shall be entered in the Commoun Rolle."¹

It is to be noticed that the purchaser received a deed testifying the wife's quit claim in the case of Norwich; the other case is not so clear; it is possible that a memorandum of the quit claim was merely enrolled.

The available evidence is insufficient to justify any definite conclusion as to which of these alternatives was adopted in Bristol. There is no direct evidence that the wife's dower claim was confined to property of which her husband died seised; on the other hand, although it may be inferred that no custom of the Norwich type existed in Bristol (since, up to the present, no deed in which a married woman expressly quit claimed her dower has been found and, indeed, documents in which the wife joined for any purpose are very much in the minority), it is quite possible that a verbal quit claim in the Borough Court duly entered on its roll was considered a sufficient bar. Whether this was so or not, the loss of the Borough Court records makes it impossible to determine.

RESTRAINTS UPON ALIENATION RESULTING FROM INCAPACITY.

INCAPACITY ARISING FROM COVERTURE.

The development of the Common Law rules governing the wife's conveyance has been dealt with very fully by Pollock and

¹ *Records of Northampton*, vol. i, p. 216.

Maitland.¹ Even as late as the early part of the thirteenth century (they quote a case in 1223) married women professed to convey by feoffment with their husband's consent ; then came the growing fear that such a disposition might be disputed by the wife when she became widowed, and accordingly the purchaser, in addition to the purchase money paid to the husband, paid some trifling sum to the wife or made her a gift of some kind. As a later stage in this process the wife is seen to pledge her faith that, should she outlive her husband, she will not dispute the deed, and to subject herself to the coercion of the Church should she try to evade the conveyance ; or the wife might in open court confess that she had conveyed her land or assented to her husband's conveyance of it.

Then, soon after Glanville's day, it slowly became law that the fine levied in the King's Court was the one process by which the wife's land could be conveyed. Bracton seemed to think that, on the whole, nothing but a chirograph of a fine was safe.

In determining the development of this principle in Bristol. evidence will be adduced from three sources :—

- (a) The Feet of Fines.
- (b) The Deeds.
- (c) The Petition leading to Edward III's charter of 1373, and the charter itself.

The first period to be examined will be that extending to 1373.

(a) *The Feet of Fines.*

It has already been remarked that a number of Bristol conveyances by husband and wife were carried out by fine, and that, in almost every case, it seems clear that the property conveyed was the wife's.

There is one Bristol fine recorded in the reign of Richard I, and there are two in the reign of King John, but none of these were conveyances by married women.

In the reign of Henry III there were seventeen fines conveying married women's property out of a total of thirty-six fines recorded.

In the reign of Edward I there were thirty-eight of such fines out of a total of forty-six fines recorded.

In the reign of Edward II there were twenty-two of such fines out of a total of thirty fines recorded.

¹ *H.E.L.*, vol. ii, pp. 409 *sqq.*

In the reign of Edward III, up to 1373, there were sixty-eight of such fines out of a total of one hundred and eleven fines recorded.¹

In 1373 jurisdiction to entertain fines was given to the Borough Court, and the record of these transactions among the Feet of Fines preserved at the Record Office ceases for a time.²

From a consideration of these figures it is apparent that, from the twentieth year of the reign of Henry III, when the first of the Bristol fines dealing with married women's property was recorded,³ this method of conveyance was very commonly employed; but was it the only means of conveyance? To answer this question it is necessary to turn to the deeds of the same period.

(b) *The Deeds.*

Deeds made by husband and wife jointly are not uncommon both in the thirteenth and fourteenth centuries, but it is sometimes difficult to ascertain the ownership of the property conveyed. There are three possibilities: firstly, the property might have belonged to the husband, and the wife would, in that case, join to bar dower (whatever the Bristol custom as to Common Law dower might have been, she would have adopted that course if she had been expressly endowed); secondly, the property might have been the sole property of the wife; and, lastly, it might have been the joint property of the husband and wife.

One conveyance⁴ (which is undoubtedly a thirteenth-century document, although its date cannot be exactly fixed) is by Howell de Landaf and his wife, Cecilia, to William de Novoburgo; the property conveyed is described as "terram nostram" and the *habendum* is to William de Novoburgo and his heirs "de nobis et de heredibus nostris." The warranty is expressed to bind the husband and wife and their heirs; this, as we happen to know, was undoubtedly a conveyance of land belonging to the wife.

Another document⁵ is of peculiar interest. It appears that Peter of Worcester granted to Richard of Calne land in Bristol near the cemetery of All Saints'; this grant cannot be found, but in 1254 Peter's wife, Hawisia, executed a deed granting and

¹ In arriving at these figures no doubtful cases have been taken into account.

² For a suggested explanation see *supra*, pp. 37 *sqq.*

³ Feet of Fines 73/11, No. 187.

⁴ See Appendix, p. 256.

⁵ All Saints' documents, No. 11, and see p. 114, note 1, *infra*.

confirming to Richard the property conveyed to him by her husband, and containing the following provision :—

“ Proviso etiam pro me et heredibus et assignatis meis per bonam stipulacionem quod nullus nostrum dictum Ricardum heredes vel assignatos suos aliquo inquietabit vel molestabit coram aliquo iudice. Quos si inquietaverimus contra dictam meam permissionem concessi pro me et heredibus et assignatis meis ad simplicem denunciationem dicti Ricardi heredum vel assignatorum suorum sine juramento vel alia probacione eorundem et sine aliqua vocacione michi heredibus vel assignatis meis facienda et sine aliquo strepitu judiciali quod decanus Bristollie qui pro tempore fuerit nos omnes et singulos nostrum publice et sollempniter candelis et pulsatis campanis in omnibus ecclesiis Bristollie excommunicari faciat et denunciari ut excommunicatos . . . donec dicta inquietacione cessaverimus unacum omnibus dampnis et expensis dicto Ricardo, etc. . . . ”

It is obvious that Hawisia was not concerned with her claim to dower ; she need not in that case have included her heirs in the denunciation ; nor, for the same reason, does it seem likely that the property was the joint property of her husband and herself. This case appears to illustrate one of the intermediate stages in the development of the married women's conveyance described by Pollock and Maitland.¹

Again,² Thomas Kyt and Cecilia his wife conveyed to John Seynole “ nostrum messuagium ” to be held “ de nobis et heredibus nostris ” ; the grant was warranted by both parties and “ heredes et assignati nostri ” ; it was witnessed by the mayor and bailiffs, and probably it was a property in which the husband and wife were jointly interested.

Again, Cecilia Bolyere,³ widow of Adam Bolyere, with the consent of her second husband, conveyed a rent of half a mark in frankalmoign. She warranted for herself and her heirs, and there can be no doubt that the property conveyed was her own. This deed was witnessed by the mayor and the prepositi of Bristol, so that it may well illustrate yet another stage described by Pollock and Maitland.

The thirteenth-century deeds dealing with conveyances by

¹ *H.E.L.*, vol. ii, pp. 411, 412.

² See *infra*, p. 254.

³ See *infra*, p. 255.

husband and wife will be found analysed hereafter,¹ and these, with the documents already cited, seem to indicate that, although the fine was a recognized method of conveying the wife's property, it was not the only method, and that the development of the married women's conveyance proceeded on lines similar to those suggested by Pollock and Maitland, but with the difference that, whereas the fine was, even in Bracton's time, the only safe method of conveyance at Common Law, the Bristol conveyancers clearly admitted the alternative method of a conveyance by deed,² nor was this alternative confined to the thirteenth century, as will be seen hereafter.

The next stage in the development of the married women's conveyance is marked by the petition leading to Edward III's charter of 1373 and the charter itself; the former, which is to be found in *The Little Red Book of Bristol*,³ contains the following passage:—

“and that the Mayor of the same town for the time being have power to record the cognizance of charters and all other kinds of writings as well touching lands, tenements, rents, and tenures within the town and suburbs, *as well those recognized by married women in full court of the Guildhall of the town to be distinctly examined thereon*, as by any other persons whatsoever, and to enrol such charters and writings so openly recognized as is above said in the rolls of the same Guildhall, so that from that time forward such charters and writings may be held as of record towards any persons whatsoever for ever.”

There was no request that the mayor should be given jurisdiction to entertain fines; the terms of the charter itself⁴ (which in most respects followed the petition very closely) have an important bearing on the question now under consideration:—

“and moreover we have granted and confirmed, etc. . . . that the said Mayor of the town of Bristol, for the time being, shall have power of receiving and recording recognizances of deeds and other writings whatsoever touching lands, tenements, rents, and other tenures within the same

¹ Page 253 *sqq.*

² Probably even in the thirteenth century, and almost certainly afterwards, the deed was accompanied by some acknowledgment of the wife's in court (see *supra*, pp. 28, 29).

³ *The Little Red Book of Bristol*, ed. Bickley, vol. i, p. 120.
Bristol Charters, ed. Harding, p. 133.

town, suburbs, etc. . . . made by any person whatever (*married women excepted*) in full Court of the Guildhall, etc. . . . and that when any original writs whatever, whether of covenant or others shall hereafter be obtained in the Chancery . . . between any parties concerning any lands, tenements, rents, and other tenures whatever being within the same town of Bristol, etc. . . . for the purpose of levying a fine thereon, the Mayor and Sheriff of the same town of Bristol for the time being shall have cognizance thereof."

It seems clear from a comparison of these extracts that it was intended that married women's conveyances were, in future, to follow the Common Law rule, in spite of the obvious desire of the burgesses to the contrary. The Bristol burgesses, however, were obstinate, and, as will be seen hereafter,¹ the Charter failed to produce its intended effect.

The married woman's remedy, if the husband alienated her property without due regard to the necessary formalities, was, as is well known, the writ of entry *cui in vita*.² There exists an interesting record of such proceedings in 1386.³

Isabella, widow of Richard Arthur, sued Richard Dyer and his wife Johanna for the recovery of a messuage which was Isabella's property, and which her late husband had alienated in his lifetime; the proceedings were commenced in the Common Pleas, but the mayor and sheriff of Bristol intervened and claimed their Court. The action was subsequently tried in the Guildhall, Bristol, before the mayor and sheriff, where, after claiming a view, the defendants made default, and the property was adjudged to the plaintiff.

INCAPACITY ARISING FROM MENTAL DISABILITY.

Regulations as to lunatics are to be found in clause 14 of the Custumal of 1344,⁴ which provided that the mayor should cause the goods and chattels of the lunatic to be delivered to his nearest friends until he regained his sanity, and that his friends should place guard over the lunatic's person so that he might do no harm to himself and others.

¹ See pp. 121 *sqq.*

² It is probable that these proceedings were commenced in the Borough Court by the Writ of Right Patent (see pp. 93 *sqq.*).

³ Braikenridge Collection, Bristol Museum, Document No. 42.

⁴ *The Little Red Book of Bristol*, ed. Bickley, vol. i, p. 34.

This provision only gave the mayor power over the lunatic's goods and chattels; his lands and tenements were dealt with in the manner indicated in a case which occurred in the reign of Richard II.¹ It appears that one Robert Cheddre, of Bristol, became so insane as to be unable "to rule himself and his lands," whereupon the king, who had a prerogative right in the matter, granted the ruling thereof to one Ralph Percyval, a relative to whom the lands could not descend.

Ralph Percyval was compelled to find security that he would keep the lands without waste, would not alienate them, would perform the king's service, and bear the other charges thereon, and, finally, would provide maintenance for Robert and his household, answering for any surplus as the law demanded.

A case illustrating an attempt to set aside a conveyance made by a lunatic is to be found in the Assize Rolls.² Jordan, son of Gervaise, claimed a rent of assize of half a marc from John Selvestre, on the ground that it had been conveyed to the latter by the plaintiff's aunt while she was *non compos*. The defendant replied that the aunt enfeoffed him while of good memory and *compos mentis*, and that she lived for a year after the feoffment. The case was compromised.

INCAPACITY ARISING FROM INFANCY.

It seems clear that in Bristol,³ an infant attained his majority at the age of twenty-one. Edward III's charter of 1331 recites⁴ that the lands and tenements, goods and chattels, of orphans and children under age ought to be committed by the mayor to proper guardians; one of the recognizances in *The Great Book of Orphans*⁵ supplies plain evidence as to the period for which the minority continued:—

"Cristina que fuit uxor Johannis atte Walle . . . venit coram Stephano Spicer maiore, etc. . . . recognovit se recepissee custodiam corporis Johannis filii Johannis atte Walle etatis XIX annorum unacum bonis, etc. . . . solvendis eidem Johanni . . . cum ad etatem viginti et unius anni [*sic*] pervenerit."

It was often provided that the property in the guardians'

¹ *Calendar of Close Rolls* (Richard II, 1381-1385), pp. 466, 467.

² Assize Rolls 273, membrane 25, *dorso*.

³ The same rule applied in London (see *Calendars of the Letter Books passim*).

⁴ *Bristol Charters*, ed. Harding, p. 75.

⁵ The Book of Recognizances relating to Orphans, fo. 8b.

hands could be handed over on the infant's marriage under age if the requisite consents were obtained :—

“Et solvere predicte Matilde [the ward] quam citius ad ejus legitimam etatem pervenerit vel citra si predicta Matilda per assensum maioris ville Bristollie qui pro tempore fuerit et amicos ipsius Matilde desponsata fuerit. . . .”

The further question arises, however, as to whether a person could be bound by a legal act before attaining his majority.

The case of Humfrey of Bath and Ota his wife, to which we have already referred,¹ seems to answer this question ; there, it will be remembered, the infant in order to bind herself by her mother's conveyance, appeared in court and consented to the transaction, receiving money for so doing, and her objection that she was then under age was met by the statement “scivit numerare denarios” ; it may well be, therefore, that if, by adopting some such test,² the court was satisfied that the infant had reached years of discretion it would allow him to bind himself.³ That this question was decided by the court seems to be shown by the record following :—

“Primo die Augusti Anno Regis Ricardi secundi post conquestum decimo septimo venit Johannes atte Hay frater

¹ See pp. 106, 107.

² See Bateson, *Borough Customs*, vol. ii, pp. cxxvii and pp. 157, 159. Norwich, which appears to have treated a child as being of age at fifteen, can hardly have drawn this distinction (see note 3 *infra*).

³ The *Records of Norwich* contain references to conveyances in which the question of infancy arose ; a youth, who was *testified by his neighbours* to be sixteen years of age, granted land. In another case two children granted land which had been devised to them by their father's will ; they declared themselves *in court* to be (in the case of the boy) fifteen years and (in the case of the girl) seventeen years old (*Records of Norwich*, vol. i, pp. 231, 253). The Curial element in both these transactions is quite obvious, and both documents appear among those enrolled in the City Court at the close of the thirteenth century. In another case (*ibid.*, vol. ii, p. 7) the bailiffs refused to enroll a conveyance on the ground that the grantor was under age. In another a father bound himself by statute merchant to pay a purchaser £40 if his son refused to execute a quit claim of his interest within a year of attaining his majority (*ibid.*, vol. ii, p. 18). From one of the documents appearing in *Oxford City Documents* it appears that in the Eyre of 1285 a question was raised as to whether a lease was granted while the owner of the property was under age ; the jury found that this was not the case because she was of the age of fifteen years (pp. 224, 225, and see also p. 230). There is a very complete account in the *Black Book of Southampton* (vol. ii, p. 57) of the procedure adopted where a person desired to prove majority : one Katherine, who declared that she was fifteen years and more, asked in court to be allowed to prove her age according to the custom of the town. Whereupon certain burgesses were sworn, and testified her age to be seventeen. Katherine asked that this proof should be enrolled according to the custom of the town. This was in 12 Henry VI.

Thome atte Hay nuper burgensis Bristollie coram Johanne Hulle uno Justiciariorum de Banco domini Regis et Johanne Canynges maiore ville Bristollie in presentia Johannis Candevere Thome Colston constabulariorum stapule ville predictæ Simonis Olyver Recordatoris ejusdem ville Gilberti Joce et Johannis Draicot et aliorum plurimorum fide-dignorum et ad instanciam diversorum amicorum ipsius Johannis atte Hay idem Johannes visus et examinatus fuit tam de etate sua quam super discretione sua per Justiciarium et maiorem predictos utrum legittime alienare poterit certas terras, etc. . . . que idem Johannes habuit in villa. . . . Bristollie necne; et habita inde deliberacione in villa predicta et per visum persone predicti Johannis atte Hay et per examinacionem cum aliis circumstanciis non constare potest aliquo modo Justiciario et maiori predictis quod predictus Johannes atte Hay habet legitimam etatem aut discrecionem tenementa sua ad presens ullo modo alienare vel vendere alicui set ea facere minus sufficiens est tam de etate quam de discretione ut predictum est.”¹

An illustration of a conveyancing transaction in which infancy was pleaded, is a case in which John, son of Geoffrey, was summoned by Nicholas Smith to warrant a messuage in Bristol, in respect of which the latter held a deed. John pleaded that the deed ought not to bind him, since he was under age when it was made.² It seems clear that an infant could take livery of seisin.³

The Assize Rolls contain numerous Bristol cases relating to land which were ordered to stand over until an infant attained majority.⁴

¹ *The Great Red Book of Bristol*, fo. 60a, 61a (old numbering).

² Assize Roll 273, membrane 25, *dorso*.

³ (a) In a case in which Matilda le Mire claimed half a messuage from Richard Harpetre and another it was pleaded by the defendants:—

“quod quidam Laurencius filius ipsius Juliane qui est infra etatem et ipsa Juliana simul feoffati sunt de predicta terra per cartam Laurencii patris ipsius Juliane quam proferunt et que hoc testatur.”

The defendants were successful (Assize Roll 273, membrane 25).

(b) “Georgius filius Thome le Lange de Eston etatis XII annorum venit in plena curia . . . et petit se admitti . . . ad habendum unum tenementum in suburbio Bristollie . . . Et quod quidem tenementum predictus Georgius dicit per decensum hereditarium sibi aquevisse super quibus predictus Georgius in forma predicta admissus est. . . .”
The Book of Recognizances relating to Orphans, fo. 21b; see also Pollock and Maitland, *H.E.L.*, vol. ii, pp. 439, 440.

⁴ See Pollock and Maitland, *H.E.L.*, vol. ii, pp. 442, 443.

CONVEYANCING.

The portion of this work devoted to the question of alienation would obviously be very incomplete without some account of the Bristol conveyancing of the period; the sources of information available are the Feet of Fines and Deeds.

THE BRISTOL FEET OF FINES.

These stretch from 8 Richard I to 47 Edward III, and there are 226 of them preserved. After 1373 there is a gap, but the Record Office series recommences in the reign of Henry VII;¹ in this series all four types of fine are represented,² and by far the largest number relate to conveyances by married women.

When it is remembered that these documents were prepared, so to speak, under the eyes of the king's justices, it is not surprising to find that they conform closely to type; it is rather to the deeds prepared by local practitioners that one would look for departures from the normal. It must not be forgotten, however, that these documents are a fairly complete, as well as a continuous, record, and can therefore be relied upon, as we shall see, to illustrate questions depending on continuous and complete evidence of this kind; no collection of deeds, however carefully made, can be trusted to the same extent; for every deed found, there are three or four missing.

There is no doubt that before 1290 alienation by fine was very commonly carried out by subinfeudation; that up to the end of the fourteenth century the fine was not used to carry out conveyancing transactions of any degree of complexity; and that dealings with property were on a small scale during the thirteenth century (it is but rarely that more than a single property was disposed of). As the fourteenth century advanced, however, investments of this kind evidently became more popular, and we find cases, as the wills show, of men who, even judged by modern standards, had become landlords on a large scale. This change is reflected in the fines, and among those levied in Edward III's reign we find transactions of some magnitude; in one, for example, forty houses were disposed of; in another, ten houses; in another, one house and twelve shops; in another, nine houses, five shops, and four acres of land; in another, eight houses and thirty shops. These were evidently purchases by investors.

¹ For a suggested explanation see *supra*, pp. 37, 38.

² See Appendix, p. 171.

A Calendar of the Bristol Feet of Fines levied during the Middle Ages is to be found in the Appendix.

It is impossible to leave the subject of the Feet of Fines without some reference to the result of Edward III's charter of 1373.

It has already been pointed out that by far the commonest fines were those levied by married women to convey their property, and judging by the terms of Edward III's charter of 1373, it seems to have been intended that, thereafter, fines were to be the only form of conveyance in such transactions.

The mayor, it will be remembered, was given jurisdiction to record all deeds *except the deeds of married women*; this exception was pointed enough in itself, but the charter, in its next clause, provided that when any original writs whatever were thereafter obtained in the Chancery for the purpose of levying a fine thereon the mayor and sheriff of Bristol should have cognizance thereof; the charter also provided for the payment of "King's Silver," which had to be accounted for by the mayor and sheriff at the Exchequer.

Not only were fines to be the only form of conveyance appropriate to the property of married women, but it was clearly intended, also, that jurisdiction in the matter of fines generally was to be exclusively local; the actual evidence, however, seems to stultify both these conclusions.

In 1375 we find husband and wife conveying a life interest by deed; in 1385 a fee simple; in 1390 a life interest; and in 1394 a fee simple.

In 1408¹ John Southfolke released and quit claimed to Katherine (who was the widow of Nicholas Compaigne) a tenement in Wine Street; in 1430² John Earl and Katharine (who was described as the former wife of Nicholas Compaigne) conveyed the same property to Thomas Halwey and others; the latter deed was witnessed by the mayor, the sheriff, the bailiffs, and others, and the property was very clearly the wife's.

In 1544³ John Colles and Elizabeth his wife, and Nicholas Ryve and Johanna his wife, appeared before John Repe, Mayor of Bristol, and Aldred Fitz James, the Common Clerk, bringing with them a conveyance which they requested should be enrolled; the conveyance was expressed to be made between

¹ All Saints' documents, No. 172.

² *Ibid.*, No. 194.

³ *The Great Red Book of Bristol*, fo. 324a.

John Colles and Elizabeth (who was described as one of the co-heiresses and daughter of Robert Williams) and Nicholas and Johanna (who was described as the other daughter and co-heiress of Robert Williams) of the part, and William Balls, a burgess of Bristol, of the other part, and transferred to the latter certain properties in Bristol.

In 1547¹ Henry Howege and Marjory his wife appeared before William Carey, Mayor of Bristol, sundry aldermen, and the Common Clerk assembled in full court at the Guildhall, and exhibited and acknowledged a certain indenture upon which Marjory was separately examined; the indenture was a conveyance of property in Bristol to one Harry Davis.

It can hardly be argued in the face of this evidence that, after 1373, the married woman in Bristol could only convey her property by fine; it looks as though, in spite of the obvious intention of the charter, deeds enrolled were still a permissible form of conveyance.²

Turning to the fines, we find an equally unexpected result. The Bristol Feet of Fines preserved at the Record Office stop abruptly at 1373, and do not, apparently, recommence until the reign of Henry VII. This state of affairs would, at first sight, appear to confirm the conclusion that a grant of local jurisdiction put an end to the jurisdiction of the King's Court in this matter;³ the Bristol records, however, tell a different story.

The following recitals in a deed of 1387⁴ would seem to imply that a fine levied in the local court did not inspire confidence:—

“Cum quidam finis se levavit in la Gihalda ville Bristollie die lune, etc. . . . anno regnorum Ricardi regis Anglie et Francie octavo eoram Waltero Derby Maiore ville Bristollie et Thoma Sampson Vicecomite ejusdem ville et aliis fidelibus domini Regis tunc ibi presentibus inter Willelmum Bierdene de Bristollia et Agnetem uxorem ejusdem Willelmi nuper uxorem Willelmi Cheddre filiam Johannis Horncastell' de Bristollia senioris querentes per Thomam Wyke attornatum, etc. . . . et Johannem Young et Johannam uxorem ejus deforciantes prout per illum

¹ *The Great Red Book of Bristol*, fo. 240a.

² This was in accordance with the usual practice in boroughs (see *supra*, p. 27).

³ See *supra*, pp. 115, 116.

⁴ *The Great Red Book of Bristol*, fo. 52b and 53a.

finem supponebatur de mesuagiis, etc. . . . in eodem fine contentis videlicet quod predicti Johannes Yonge et Johanna uxor ejus concesserunt et reddiderunt omnia et singula mesuagia, etc. . . . in eodem fine contenta tam in dominico quam in reversione predictis Willelmo Bierdene et Agneti uxori ejus diversis modis et formis in eodem fine contentis tanquam si iidem Johannes Younge et Johanna uxor ejus de quibusdam parcellis inde in dominico et de quibusdam parcellis inde in reversione tunc extitissent seisiti Ubi in rei veritate tempore levacionis finis predicti prefati Willelmus Bierdene et Agnes uxor ejus tunc et antea inde fuerunt seisiti ut in jure ipsius Agnetis Que Quidem Agnes per predictum finem prout per eundem plene patet nec alio modo dimisit se de jure suo in messuagio, etc. . . . nec feoffamentum donacionem seu cartas aliquas inde nec de aliqua parcella inde fecit predicto Johanni Yonge nec predictæ Johanne uxori sue prout michi prefato Johanni Deye et predictæ Agneti jam expresse constat sine aliqua difficultate et quod notum cunctis fieri volumus per sigilla nostra presentibus alternatim appensa Et ob hoc predicti Willelmus Bierdene et Agnes uxor ejus intendentes quod jus ipsius Agnetis mesuagiorum, etc. . . . in ea remansit ex quo ipsa per predictam finem nichil juris sui inde concessit. . . .”

The deed goes on to narrate that, notwithstanding the fine levied in Bristol, another fine was levied in the Common Pleas, whereby William Bierdene and Agnes granted to John Bierdene and John Deye and the heirs of John Bierdene two parts of one messuage and a third part of another messuage and sundry other property (all of which were included in the Bristol fine), and that, after the fine so levied, John Bierdene released his interest to John Deye, who settled the property on Agnes Bierdene for her life, with remainders over.

This transaction seems to evidence a local fine which the parties disregarded, followed, in defiance of the charter provision, by a fine levied in the Common Pleas.

From the reign of Henry VI there come two chirographs¹ of fine levied in the Common Pleas dealing with property in Bristol.

In the case of conveyances by married women, at any rate,

¹ All Saints' documents, Nos. 213, 246. Both fines were levied at Westminster, and each dealt with the property of a married woman. Since, however, the documents have polled edges, they cannot be originals.

the conclusion would appear to be that the fine after 1373 was still only an alternative method of conveyance, and it may be suggested that the burgesses, in the teeth of the charter, adhered to their custom of enrolling deeds in the Borough Court, but raised no objection to the levying of a fine in the superior courts if the parties so desired.

The only record found which deals with a fine levied locally is that already mentioned on pp. 122, 123.

THE DEEDS.

Approximately three hundred Bristol deeds have been examined, of which upwards of seventy are thirteenth-century and the remainder fourteenth and fifteenth-century documents. It is necessary to repeat that this collection is incomplete; almost all the thirteenth-century documents available locally have been drawn upon,¹ but the deeds of the fourteenth and fifteenth centuries were merely a selection, although it is hoped a fairly representative one.

It is proposed to deal with the thirteenth-century documents in some detail, because at that time the practice of conveyancers was obviously not so stereotyped as it afterwards became.

THIRTEENTH-CENTURY BRISTOL DEEDS.

Before attempting an analysis two general conclusions may be stated. In the first place, an investigator approaching these documents in the hope of finding evidence of numerous distinctions between burgage tenure and tenure in free socage is doomed to disappointment, and in the second place, as in the case of the fines, the transactions recorded are small; if the Church be excepted, Bristol properties do not appear to have been accumulating to any great extent in the hands of the investor.

In analysing the documents it is proposed in the first place to consider one by one the ordinary clauses to be found in deeds of the period, and to point out variations from the normal; and, in the second place and in the Appendix, to group the deeds according to their subject-matter and purpose, and to describe briefly the contents and most notable features of some of the documents.

¹ It is said that large numbers of the Church deeds were lost at the Reformation. The Church of St. James, in particular, suffered very severely; in the case of All Saints, on the other hand, there is still a magnificent collection very well preserved.

(a) *The Parties.*

Conveyances by married women, lunatics, and infants have already been considered. These apart, the most interesting questions in this respect arise in connection with conveyances to the Church. The conveyancer was frequently faced with a conveyance to an inanimate object, such as a lamp, or with a conveyance for the purposes of maintaining Mass at, or providing for the upkeep of, some particular church. His difficulties became apparent in his *Habendum* and in his Warranty; sometimes he tried to overcome them by something almost amounting to a personification of the inanimate object, or of the purpose for which the rents and profits were to be applied; sometimes he did not even attempt this feat, but left the grantee "in the air." Any attack on Church property would, no doubt, have required considerable courage, but had it been made, the pleadings would surely have been as imaginative as the conveyance.

This type of conveyance is, however, hardly within the scope of this work, but concerns the history of corporations.

(b) *Recitals.*¹

These, in the strict sense, were uncommon, though information as to the circumstances surrounding a transaction is not infrequently to be found in the body of a deed.

(c) *The Habendum.*²

The *Habendum* was in the general form "eidem A et heredibus suis et suis assignatis . . . libere et quiete et honorifice. . . ."

¹ A Recital is a statement, not contained in the operative part of the deed, setting out facts which the draughtsman considers necessary to the proper understanding of the deed. These were uncommon in the thirteenth century, but a good example occurs in an assignment of lease (Appendix, p. 252, Deed No. 64 in Calendar); the executors of the will of Egidius de Berneleby recited that the deceased appointed them his executors for the administration of his goods and tenements, and that they, desiring to carry out his wishes, had sold the lease to the assignee. In the fourteenth century Recitals became far commoner (a Recital of the custom of devise was not infrequent), and in the fifteenth century very common indeed.

² The *Habendum* was that portion of the operative part of the deed which defined the estate to be taken by the grantor; it was usually combined with the *Tenendum*, which stated the person from whom the grantee was to hold. In the case of grants of a fee simple after *Quia Emptores* (1290) the grantee could only hold of the same lord as his grantor; before that statute subinfeudation was permitted. Examples of an *Habendum* and *Tenendum* before and after *Quia Emptores* are as follows:—

[Before 1290] (a) *Habendum et Tenendum totum predictum mesuagium . . . eidem A.B. et heredibus suis et suis assignatis de dicto C.D. et heredibus suis imperpetuum.*

[After 1290] (b) *Habendum et Tenendum totum predictum tenementum . . . sibi predicto A.B. et heredibus et assignatis suis de capitalibus dominis feodi illius, etc. . . .*

Sometimes the word "integre" was added and sometimes the words "in feodo et hereditate," or "jure hereditario," or "cum omni jure hereditario," or "sine aliquo retinemento mei vel heredum meorum," or similar expressions.

In a few cases¹ the *Habendum* ended with the expression "ad faciendum inde totum libitum," and in one case² with the more elaborate formula "ad faciendum totum libitum eorum tam in egritudine quam in sanitate"; the significance of the former expression has already been suggested,³ the latter was probably a mere rhetorical flourish.

In one document⁴ the *Habendum* was in the form "dicto Johanni heredibus et assignatis suis vel cuicumque dare vendere alienare vel assignare voluerit libere, etc. . . . preterquam viris religiosis"; this latter provision was not uncommon in Bristol deeds, but this appears to be the only case in which it formed part of the *Habendum*.

Lessees in every case⁵ were to hold to themselves, their heirs and assigns; this comes from a time when the leasehold interest was not treated as a chattel.⁶

The peculiarities of the *Habendum* in some of the conveyances for religious purposes have already been referred to.

There is a *post obit*⁷ gift which will be referred to in detail hereafter; it had no formal *Habendum*, but merely a direction that the rent should be received by the grantees when the grantor died or entered religion.

The *Habenda* supply evidence that subinfeudation was the rule (there is an instance of this as late as 1295);⁸ in one case a small rent was granted out of a larger in this way;⁹ in another,¹⁰ land was granted "ad operationes" of St. Mary Redcliffe Church, and no one was named either as grantee or as payee of the rents and profits; the *Habendum*, however, ran thus:—

"et de me et heredibus ac assignatis meis ad operationes, etc. . . ."

¹ Nos. 45 and 59. (These and other similar references are to the Appendix of thirteenth-century deeds.)

² Deed No. 66.

³ Page 100.

⁴ Deed No. 61.

⁵ Deeds Nos. 32, 49, 51, 57 and 64.

⁶ Pollock and Maitland, *H.E.L.*, vol. ii, p. 115.

⁷ Document No. 13.

⁸ Deed No. 66.

⁹ Deed No. 40.

¹⁰ Deed No. 47.

*(d) Reddendum.*¹

References to langable are extremely common, nor was this description confined to rents payable to the king; an example of this is to be found in a deed² whereby Thomas of Berkeley granted a rent of 2s. which he had been accustomed to receive "nomine langabuli." The subject of langable will be dealt with in due course.

Another document³ provided for the payment of a pound of cummin "in mutacione heredium suorum . . . de relevio." A relief does not appear to have been payable in connection with burgage tenements in Bristol, and the tenure in this case may not have been burgage.⁴

The tenurial rents were invariably small, and rents payable in kind were common (*e.g.* a rose, a pound of cummin, a pair of white gloves, etc.).

Property owners, too, were evidently beginning to endow the Church with some liberality; in one case⁵ a lessee undertook the payment of 8s. a year to the Prior of St. James', 12d. a year to St. Nicholas Church, 12d. a year to the Hospital of St. John the Baptist, and 5d. for langable.

(e) Special Conditions.

It was a fairly common⁶ practice to provide that the grantee should have power to give, sell, pledge, or exchange the property conveyed to anyone he chose; sometimes dispositions in favour of Jews and men of religion were excepted, and in a few cases the liberty granted included power to bequeath.⁷

¹ The *Reddendum* was included in the operative part of a deed (it immediately followed the *Habendum*), and defined the rent and other services to be discharged by the grantee, *e.g.* :—

"Reddendo michi et heredibus meis unam rosam . . . pro omnibus rebus, consuetudinibus querelis et demandis . . . ad me vel ad heredes meos pertinentibus."

Sometimes, in addition to the rent to be paid to the grantor, the grantee was required, for example, to pay the langable rent due to the king. After *Quia Emptores*, no rent could be reserved by the grantor of a fee simple, and in such cases the formula was simply :—

"de capitalibus dominis feodi illius *per servicia inde debita et consueta*."

A *Reddendum* continued, however, in the case of grants of lesser estates (*e.g.* an estate tail, for life, or for years).

² Deed No. 56.

³ Deed No. 1.

⁴ As to Bristol tenures see pp. 161 *sqq.*

⁵ Deed No. 57.

⁶ Deeds Nos. 1, 2, 16, 20, 23, 29, 36 and 40; see further as to this, p. 100.

⁷ Deeds Nos. 16 and 23.

A right of pre-emption is occasionally found, which was sometimes in favour of the grantor and sometimes of the grantee. An instance of the latter kind is to be found in Deed No. 6,¹ where it was provided that if the grantor and his heirs decided to sell or otherwise alienate other land (adjoining the land granted) the grantee should have the right of purchasing it for sixpence less than anyone else. An instance of the former kind is to be found in a deed referred to on page 103, in which it was provided that the grantor and her heirs should have a right of pre-emption for twelve pence less than anyone else, and that such right should be exercised, if at all, within fifteen days after the offer of the property by the intending vendor.

In two cases² the grantor invoked anathema if he should dispute the grant; an oath not to disturb the grant is also to be found.³

Other special conditions will be noticed in dealing with individual documents.

(f) *Warranty.*

This clause was almost universal, and as a rule conformed to a common type with unimportant variations. In a certain number of cases⁴ it was omitted, but it is found on examination that in the majority of these⁵ the conveyances were in frankalmoign, and that in each of the others the transaction had unusual features; in one case land was conveyed with the express consent of the heir; in another the property conveyed apparently belonged to a married woman; in another the deed was a confirmation by a lord of his tenant's grant; in another the conveyance was by the proctors of a church; and in another by executors.

An interesting variation from the normal is to be found in Deed No. 6, in which it was provided that if the grantee should lose the land "per defectum warantie" he should receive in exchange other land belonging to the grantor⁶ (which as a matter of fact adjoined the land conveyed, and as to which the deed gave the grantee a right of pre-emption).

¹ See also Deeds Nos. 51 and 57, where in each case a right of pre-emption was given to a lessee.

² Deeds Nos. 4 and 31.

³ Deeds Nos. 6 and 7.

⁴ Deeds Nos. 4, 7, 13, 15, 24, 25, 30, 38, 41, 43, 46 and 64.

⁵ Deeds Nos. 4, 7, 13, 15, 24, 41 and 46.

⁶ Provisions of this kind are to be found in Madox, *Formulare Anglicanum*.

(g) Sealing.

There are a few bipartite deeds, but as a rule the deeds were sealed by the grantor only.

(h) Witnesses.

It was not uncommon for the mayor and prepositi or bailiffs to be among the witnesses, but this does not appear to have been the almost universal practice that it afterwards became.

A collection of thirteenth-century deeds will be found in the Appendix; some are calendared, others merely summarized.

FOURTEENTH-CENTURY CONVEYANCING.

We have seen that the right of the heir to control his ancestors' alienation *inter vivos* disappeared from the Common Law at an early date; the heir's loss in this direction, however, was largely made good by his ancestors' inability to devise; the wife's dower claim, too, had finally emerged in a form which created a serious obstacle to free alienation, so that a landowner, in this particular, was very far from being able to do what he would with his own, until the "use" came to his aid.

We have concluded that, in Bristol, the heir's claim to control *inter vivos* disposition had disappeared just as at Common Law, that whatever the actual custom as to Common Law dower may have been, it did not require to be barred by fine, and that the right to devise land of purchase was freely admitted; if this be so, we should be justified in expecting the system of conveyancing to be correspondingly simple, and the fourteenth-century deeds may therefore be used to corroborate our conclusions; Bristol conveyances had, by that time, become stereotyped.

The All Saints' deeds not only supply numerous examples of the deeds of the period, but they also enable us, in some cases, to follow a particular property through a series of transactions. A few of such cases may be cited:—

Case 1.

(a) Robert Bardeneye granted a life interest to Thomas de la Grave.¹

(b) Robert died, leaving John de Bardeneye his son and heir.

¹ Note 2, p. 278.

- (c) John released¹ his fee simple reversion to Thomas.
- (d) Thomas² conveyed a fee simple to John of Axbridge.
- (e) John of Axbridge³ granted a life interest to Thomas.
- (f) Thomas⁴ assigned his life interest to Robert le Whyte and Christina (Thomas's daughter).
- (g) John of Axbridge⁵ released his reversion to Robert.

Case 2.

- (a) John Cobyndon⁶ obtained a right of pre-emption over a certain property from Hugh Payn.
- (b) Hugh Payn appointed executors and died ; the executors sold the property to John Cobyndon⁷ and his wife.
- (c) John Cobyndon appointed William Brown his executor with power of sale, and died.
- (d) William Brown⁸ sold the property to Roger de Otery and Roger Crompe.
- (e) Roger Otery⁹ released his interest to Roger Crompe.
- (f) Roger Crompe¹⁰ conveyed the property to Robert Brown and his wife Margaret.

Case 3.

- (a) Margaret of Salop, by her will, gave the Prior and Convent of the Praying Friars power to sell certain property.
- (b) They sold it to Johanna Dapperleigh¹¹ (a widow).
- (c) Johanna sold it to Thomas Babbecari.¹²
- (d) Thomas Babbecari sold it to John Sampson and his wife.¹³

The most remarkable feature of these transactions is the extraordinary simplicity of the conveyances by which they were effected, a simplicity which could only have resulted from extreme mobility, and the complete vindication of the property owner's right to dispose of his property as he would ;¹⁴ we look

¹ All Saints' documents, Deed No. 27.

² *Ibid.*, Deed No. 29.

⁴ *Ibid.*, Deed No. 32.

⁶ *Ibid.*, Deed No. 46.

⁸ *Ibid.*, Deed No. 104.

¹⁰ *Ibid.*, Deed No. 106.

¹² *Ibid.*, Deed No. 57.

³ *Ibid.*, Deed No. 28.

⁵ *Ibid.*, Deed No. 33.

⁷ *Ibid.*, Deed No. 62.

⁹ *Ibid.*, Deed No. 105.

¹¹ *Ibid.*, Deed No. 58.

¹³ *Ibid.*, Deed No. 59.

¹⁴ The right to devise land of inheritance must still be excepted.

in vain amongst the fourteenth-century documents for any indication that his rights in this direction were controlled by his wife and heir.

THE CONVEYANCES THEMSELVES.

(a) *The Charter of Feoffment.*

This was one of the commonest types of deed, and its general form was as follows :—

“Sciant¹ presentes et futuri quod ego [*vendor*] dedi, concessi et hac presenti carta mea confirmavi [*purchaser*] totum illud [*parcels*] Habendum et Tenendum . . . predictis [*purchaser*] suis heredibus et assignatis De Capitalibus dominis feodi per servicia inde de jure debita et consueta bene et in pace imperpetuum. Et Ego [*vendor*] et heredes mei predictum [*property*] cum suis pertinenciis predictis [*purchaser*] heredibus et assignatis suis contra omnes gentes Warantizabimus et defendemus imperpetuum. In cujus rei testimonium presenti carte sigillum meum apposui Hiis Testibus . . . etc.”

Two of these deeds related to land of inheritance,² and it is noticeable that no variation from the ordinary form resulted from this fact.

A few feoffments by husband and wife will be noticed.³

(b) *The Release.*

The Release was also extremely common, and although there were verbal variations in the forms used, they conform closely to the following type :—

“Omnibus Christi fidelibus ad quos presens scriptum pervenerit [*releasor*] salutem in domino Noveritis me concessisse, remisisse et omnino pro me heredibus et assignatis meis imperpetuum quietum clamasse [*releasee*]

¹ This is the commonest form, but there were, of course, variations; sometimes payment of consideration was acknowledged, and sometimes a *Reddendum* in the form “Reddendo inde annuatim idem [*purchaser*] heredes sui et sui assignati capitalibus dominis servicia inde debita et consueta pro omnibus serviciis secularibus, etc., . . . ad dictum [*property*] spectantibus,” was inserted; all the variations, however, were rather verbal than otherwise.

² All Saints' documents, Deeds Nos. 15 and 103; *The Great Red Book of Bristol*, fo. 65b, Hardyng and another, to Chepstowe.

³ All Saints' documents, Deeds Nos. 24 and 65; *The Great Red Book of Bristol*, fo. 65b. It has already been noticed that during the fourteenth century a very large number of conveyances of their property by married women were effected by fine.

heredibus et assignatis suis Totum jus meum et clameum quod habui vel quocumque modo decetero habere potero in toto illo [*parcels*]. . . . Ita quod nec ego [*releasor*] nec heredes mei (nec assignati) nec aliquis alius in nomine nostro in toto predicto [*property*] quicquam juris vel clamii actionis vel demande exigere poterimus vel aliquialiter vendicare in futuro (set ab omni actione inde simus exclusi imperpetuum) et ego [*releasor*] et heredes mei totum predictum [*property*] predictis [*releasee*] et heredibus vel assignatis suis contra omnes gentes warantizabimus acquietabimus et defendemus imperpetuum.¹ In cujus rei testimonium sigillum meum presenti scripto apposui Hiis Testibus. . . .”

A charter of feoffment was very frequently followed by a release between the same parties;² there are a few releases by married women and their husbands.³

(c) *The Grant.*

This, again, was in the general form following, with verbal variations:—

“Sciant presentes et futuri quod ego [*grantor*] dedi, concessi et hac presenti carta mea confirmavi [*grantee*] illud [*parcels*] Habendum et Tenendum [*property*] . . . prefatis [*grantee*] et heredibus et assignatis suis de capitalibus dominis feodi per servicia inde debita et consueta imperpetuum. Et ego [*warranty in usual form*]. In cujus rei, etc. [*as before*]. Hiis Testibus”

In several cases a grant of a reversion was followed by a document recording the attornment of the life tenant;⁴ and here, also, we find a few grants by husband and wife.⁵

Documents of one or other of these three types represent the large majority of the Bristol fourteenth-century deeds,⁶ but before leaving this subject attention must be directed to a feature which almost all deeds had in common; in the fourteenth century

¹ An acknowledgment of the consideration was sometimes inserted here.

² For a parallel case see Madox, *Formulare Anglicanum*, form 708, p. 390.

³ All Saints' documents, Deed No. 61; *The Great Red Book of Bristol*, f o. 65b.

⁴ *The Great Red Book of Bristol*, fos. 45b and 62a.

⁵ All Saints' documents, Deed No. 110; *The Great Red Book of Bristol*, fos. 46a and 73a.

⁶ Other miscellaneous deeds are referred to in the Appendix, and their most important terms summarized in footnotes.

it was the almost invariable practice to include the mayor, bailiffs and, sometimes, the sheriff among the witnesses.

It will be remembered that the mayor was given power to receive and record recognizances of deeds and other writings in the full Court of the Hundred, which after enrolment became of record.¹ Are we to assume that all deeds which were officially witnessed had been recognized and enrolled? The case which follows² implies the negative:—

“Vicesimo primo die Octobris anno regni Regis Ricardi secundi decimo nono venit Willelmus Canynges . . . Coram Johanne Barstaple maiore ville Bristollie et Reginaldo Taillur tunc vicecomite . . . et recognovit cartam subscriptam esse factum suum cuius tenor sequitur in hec verba . . .”

Then follows the deed, which was dated on the 7th June in the previous year, and which had been witnessed by William Frome (then mayor), John Stephens (then sheriff), John Prisshton and John Castell (then bailiffs and chamberlains), and others.

It quite obviously appears that the presence of official witnesses had no necessary connection with enrolment; the question, therefore, arises as to how and why the former were procured without the latter. We would suggest that the phrases “et quia sigillum meum pluribus est incognitum sigillum officii maioratus ville Bristollie presentibus apponi procuravi” so often found in the *testimonium*, implied that the official seal was felt to be an advantage if the authenticity of the document were attacked, and that the same advantage would be derived from official witnesses; probably the parties to the transaction completed it in the Borough Court. Be that as it may, enrolment seems to have been regarded as a luxury (and possibly an expensive one) which could be dispensed with in favour of the almost equally efficacious official witness.

INVOLUNTARY ALIENATION.

Before leaving this portion of the subject attention should be drawn to two interesting cases which deal with the question of involuntary alienation.

¹ Edward III's charter of 1373 (*Bristol Charters*, ed. Harding, p. 133). For a parallel custom in London see *Liber Albus*, ed. Riley, vol. i, p. 180.

² *The Great Red Book of Bristol*, fo. 67b. Other examples are to be found on fo. 60a, where deeds made in 1361 and witnessed by the mayor and bailiffs were not enrolled until 1394 (it is, of course, possible that this procedure could not be used until after 1373).

- (a) *Robert le Mercer and Christina, his wife, v. David le Moine*¹
(Assize of Novel Disseisin).

According to the defendant's story, Christina, before marriage, owed the king twenty-three marcs; subsequently, her husband Robert, being summoned before the constable to answer for the debt, appeared and admitted it, but since he had no chattels, the constable caused his messuage to be delivered to the defendant, according to the custom of the town, until the debt was paid. The record proceeds as follows:—

“Juratores dicunt quod duo Ballivi domini Regis de villa per preceptum predicti Hugonis [*the constable*] disseisiverunt ipsos Robertum et Cristinam de uno mesuagio et David' fuit cum eis et hoc fecit idem Hugo occasione predicti debiti quod idem Robertus coram eo cognovit se debere eidem David' eo quod idem Robertus nullum catallum habuit per quod possit distringi et lex ville talis est quod ubi catallum deficit si debitum cognoscatur debet distringi per tenementum suum.”²

The parties subsequently came to an agreement.

- (b) *Robert le Especer v. John Kerdif and others* (Assize of Novel Disseisin).³

According to the defendants' story, the plaintiff was heir of one, Robert de Kilmenyn, who was liable to diverse merchants for debts recognized according to the provisions of the Statute of Acton Burnel; since the debts were not paid, Peter de la Mare and Richard de Calne, who were wardens and keepers of the seals for the purposes of the statute, had the premises appraised and sold them to William Turtle (one of the defendants). The record proceeds as follows:—

“Juratores dicunt . . . quod quidam Robertus de Killemaynagh [*sic*] pater predicti Roberti de Killemaynagh et avus predicti Roberti le Especer perquisivit predicta tria mesuagia sibi et heredibus suis et in lecto suo mortali illa legavit predicto Roberto filio suo et heredi qui quidem Robertus post mortem predicti Roberti patris sui intravit et ea tenuit pro voluntate sua Et dicunt quod idem Robertus postea tenebatur diversis mercatoribus in diversis debitis

¹ Assize Roll 271, membrane 9 (1221).

² This appears to be a very unusual custom.

³ Assize Roll 285, membrane 14, *dorso* (1294).

per statutum de Acton Burnel ob quod corpus ejus capiebatur et per longum tempus in priona detinebatur in castro Bristollie. Et quia de ejus convalescentia desperabatur deportatus fuit ad mesuagia predicta et in eisdem obiit post cujus mortem predictus Robertus le Especer intravit ut nepos et heres ejus propinquior et inde remansit in seisinā per octo dies quod predicti Petrus de la Mare et Ricardus de Calne predicta tria mesuagia appreciari fecerunt et predictum Willelmum Turtle per sacramentum proborum hominum secundum predictum statutum feoffaverunt tenenda sibi et heredibus suis imperpetuum per quandam summam pecunie quam idem Willelmus Turtle solvit predictis Petro et Ricardo de qua ipsi satisfecerunt predictis creditoribus et juratores quesiti si omnia tenementa in Bristollia sit [*sic*] legabilia dicunt quod tenementa que jure hereditario alicui descendunt non sunt legabilia et quod tenementa que quis habuit ex perquisito proprio sunt legabilia."

It is unfortunate that the judgment is not recorded because, although the Statute of Acton Burnel was freely quoted in the course of the proceedings, its provisions seem to have been disregarded in several respects. The sale of the debtor's property by the wardens appears to have been entirely irregular. The Statute provided that a defaulting debtor should be imprisoned; that within three months his lands and chattels should be delivered to him so that he might realize the amount of the debt, and that, if he failed to do so within another three months, the chattels and lands should be delivered to the creditor to be retained by him until the debt was paid.¹ So far from enabling the creditor, or anyone else (except the debtor) to sell the land, the Statute provided that, when the debt was paid, the land should be redelivered to the debtor, who was also given power to sell it while it was in the creditor's possession. The jurors' statements that the land of inheritance was not liable is also difficult to understand; if they meant that it was not liable in the hands of the debtor's heir, their statement was in flat contradiction to one of the provisions of the Statute; if they meant that land which the debtor himself had inherited was not liable, they drew a distinction which the Statute did not draw.

¹ For an illustration of the procedure in London see *London Letter Book C.* pp. 212 *sqq.*

SERVICES AND INCIDENTS

THE LANGABLE PAYABLE TO THE KING.

The first reference to this is to be found in John's charter of 1188,¹ which states "that the burgesses were granted all their tenures within the walls and without as far as the boundaries mentioned in the charter, to be held in free burgage, namely by langable service, which they should pay within the walls." This charter provision, which obviously related only to such burgage tenements as lay in John's grant, supplies no information as to the amount of the langable service; fortunately, however, documents are in existence which supply this information.

The first list of langables is contained in an account dated in 1295, and rendered by the constable of Bristol Castle;² this list is headed "Rotulus de Redditibus assise in villa Bristollie et in suburbio ejusdem."

The second list is contained in *The Great Red Book of Bristol*.³ Here its purpose is not mentioned. The list of rents payable within the walls is headed: "Langabulum domini Regis infra muros ville Bristollie annuatim ad le Hockday levandum"; and that of the extra-mural langables is headed: "Ad langabulum extra muros ville Bristollie annuatim ad festum Sancti Petri Advincula levandum."

There is no statement as to its date, but partly from the handwriting and partly from internal evidence it is probable that it was an early fourteenth-century document.

The third list, which is dated 1438, is contained in Bush's *Bristol Town Duties*.⁴ Search has been made for the original document in the Record Office without success, but there seems no reason to doubt its accuracy.⁵ It is headed: "Rents of the

¹ *Bristol Charters*, ed. Harding, p. 13.

² Record Office, Ministers' Accounts, bundle 851/5.

³ *The Great Red Book of Bristol*, fo. 4b sqq.

⁴ Pages 296 sqq.

⁵ *Bristol Town Duties* was written in 1828, and since that date the public records have been considerably re-arranged. The only reference given by Bush is as follows:—

"Among the Records in the Lord Treasurer's Remembrancer's office, in the Exchequer, there is found . . ."

Lord the King in the town of Bristol called langable in the time of Clement Bagot, Mayor of the said town of Bristol, etc. . . ."

These three documents read together supply invaluable evidence, and for convenience they have been placed in corresponding columns in the Appendix. As far as possible properties in the second and third documents have been identified with properties in the first, and entries relating to the same properties appear in the Appendix side by side. In each document the extramural rents were separated from the intramural, and the latter were divided into four sections according to the quarters of the town in which the properties liable were situated.¹

An examination of the Appendix discloses the interesting fact that there was a langable unit of $3\frac{3}{4}$ d.; it is perfectly true that in a large number of cases a larger sum than this was paid by individual property owners, but it is clear that this larger sum was a multiple of the unit. In column 1 of the list of langables for the Quarter of All Saints we notice, for instance, that one Thomas Tylloy paid $22\frac{1}{2}$ d.,² but in column 2, in which this figure is actually split up, it is found to be resolved into three sums of $7\frac{1}{2}$ d., each of which is twice $3\frac{3}{4}$ d. An even more striking illustration is to be found in the list of extramural langables. Item No. 21 in the first column is a sum of 2s. 6d., payable by John le Whyte; in the second this sum is resolved into four separate sums of $7\frac{1}{2}$ d., $3\frac{3}{4}$ d., $11\frac{1}{4}$ d. and $7\frac{1}{2}$ d.; it would be wearisome to multiply examples. In a very large number of cases the sum payable is actually $3\frac{3}{4}$ d.

The cases when this rule was not followed can be accounted for by the fact that $3\frac{3}{4}$ d. is an almost impossible sum to sub-divide, and that if, for instance, a tenement paying $3\frac{3}{4}$ d. was divided into half, the langable rent could not be divided in exactly the same proportion.

Since it seems impossible to escape from the conclusion that there was a definite unit of value in the matter of these rents, it becomes important to consider whether there was a unit of area also. It must be confessed that no actual evidence of this

¹ In the second article of the inquisition in *The Great Red Book of Bristol* (fo. 3a) the jurors stated that the Town of Bristol was divided into five parts: the Quarters of Holy Trinity, Blessed Mary in Burgo, All Saints, St. Ewen's, and Redcliffe. The first four quarters correspond with those mentioned in connection with the intramural langables; since Redcliffe was not a quarter in which the king had property, it was not referred to in the list of langables.

² No. 11 in list (All Saints' Quarter).

fact has so far come to light;¹ but, none the less, it may be urged with a fair show of reason that the one unit followed as a matter of course from the other. As the value of money decreased the langable no doubt became a nominal rent only, but it would probably have been otherwise when the grants of the burgage tenements were originally made, so that a burgess would have complained reasonably enough if he had received less for his money than a neighbour did.

It is possible, but not probable, that the value of land varied from quarter to quarter, in which case the unit of area in one quarter would obviously be different from the unit of area in another. We do not believe that any attempt can have been made to differentiate between the value of adjoining plots.

Before leaving the subject of the Royal Langable a few minor points deserve consideration. It will be noticed from a comparison of the first and third columns of the Appendix that by 1438 many of the langable rents were no longer paid. One of the causes became apparent as early as 1285. In their answers to the fifteenth article of the inquisition² already referred to the jurors give a list, and a long list it is, of the persons who were withholding payment; in several cases the default extended over twenty years, and this negligence on the part of those responsible for its collection can only be explained on the ground that, even then, the langable formed a comparatively insignificant part of the total revenue from the borough.³ There is slight evidence of another cause. If reference be made to item No. 66 in the second column of the extramural langables, it will be seen that John Tumbrel paid a langable of 3½d., and that this langable is not in the third list. In the *Calendar of Patent Rolls*⁴ there is

¹ The early deed very rarely contains actual measurements. The curious uniformity of prices in the Feet of Fines is to be noticed, however.

² *The Great Red Book of Bristol*, fo. 6a.

³ Perhaps the failure of the collector was not entirely due to negligence. In one of the Ministers' Accounts (P.R.O. bundle 851, No. 14) William Somerwelle, "receptor," complains of the impossibility of identifying properties with the old list of rentals, and claims an allowance on that account. A typical extract from the document is as follows:—

"Idem Willelmus petit allocacionem de 1d. de defect' redditus cujusdam placee quondam Ricardi Tyllly unde oneratur per antiquum rentale quia ignoratur quis tenet dictam placeam et ubi dicta placea jacet, ita quod dictum redditum non levarit nec levasse potuit ut dicit per sacramentum suum."

There is a long list of similar entries.

⁴ *Calendar of Patent Rolls* (1354-1358), p. 429.

mentioned, firstly, an *Inspeximus* of letters patent of Queen Philippa, dated 29 Edward III, by which she granted to Richard Dene of Bristol all her estate in a messuage in Fisher Lane by the Quay in the suburbs of Bristol (forfeited to her because John Tumberel granted it in mortmain without her licence) to hold for her life at the rent of 6s. 8d. ; and, secondly, a grant, at the queen's request, of the same messuage to Richard Dene and his heirs at the yearly rent of 6s. 8d. It cannot be determined with certainty that the tenement in respect of which John Tumbrel paid langable was the one he forfeited to the queen, but the probabilities are in favour of it ; assuming this to be so, it would suggest that, if premises paying langable were forfeited or escheated to the king, he regranted them at an economic rent.

It would appear that if a tenement became vacant no langable was paid during the vacancy, but that payment was resumed when the tenement became reoccupied. An illustration of this is to be found in item No. 10 of the langables payable in the Quarter of St. Ewen's ; in the first column there is an entry "nothing because vacant" ; the langable reappears, however, in the second and third column.

OTHER RENTS PAYABLE TO THE KING.

Both *The Great Red Book of Bristol*¹ and Bush's *Bristol Town Duties*² contain short lists of rents, which are not langable rents, payable to the king. They are of no particular interest, and appear to represent something approaching the actual annual value of the premises out of which they issued.

RENTS NOT PAYABLE TO THE KING.

The rapid suburban development has already been referred to,² and the burgesses, accordingly, were compelled to resort to landowners in the vicinity of the original walled area. These granted out tenements at rents which they sometimes called langable ; unlike the royal langable, however, these rents do not appear to have been calculated in accordance with any fixed unit ; the new landlords demanded, as one might expect, an economic rent. Numerous tenorial rents came into existence by reason of subinfeudations, and nominal rents payable in kind were common. The pious, also, began to create rent charges in favour of the various ecclesiastical bodies.

¹ *The Great Red Book of Bristol*, fos. 3a, 3b.

² See *supra*, p. 10.

TYNA CASTRI.

Gras points out that local prises¹ were either a tax on local trade paid in kind, or were prises for the upkeep of a castle ; it is to the latter class that Tyna Castri belongs. It was a prise of ale the nature and extent of which will presently be considered ; it was not the only local prise, for there were the prises of fish and of wine, both of which are mentioned in *The Little Red Book of Bristol*,² the latter being taken by the Prior of St. James in the week of Pentecost ; these, however, do not concern this work. The case of Tyna Castri, as we shall see, was different.

It is proposed to examine the early original documents, which will be found to be the charters on the one hand and the often-quoted and invaluable inquisition of 1285 on the other.

THE CHARTERS.

1. *John's charter of 1188.*³

"No one shall take tyne in the town unless for the use of the Lord Earl,⁴ and that according to the custom of the town."

2. *Henry III's charter of 1230.*⁵

"Know that we have granted, and by this our Charter have confirmed, for us and our heirs, to the honest men of Bristol that they, and their heirs, shall be for ever quit of the custom of 4d. which was levied by Robert of Berkeley and Gerardus of Atheya in the time of our Lord King John, from each brewing of ale in Bristol over and above the 2d. which the Constables of Bristol Castle were of old wont to take from the brewings from which they took no prise of ale ; so that from each brewing of ale of the said town of Bristol nothing shall be taken except 2d., as of old it was wont to be taken by our Constables or bailifs, saving to the Constables of the Castle of Bristol the reasonable prise of a cask of ale which the Constables of the same Castle were accustomed to take of old for the maintenance of the same Castle paying for each cask 2d."

¹ *The Early English Customs Systems*, pp. 19 *sqq.*

² *The Little Red Book of Bristol*, ed. Bickley, vol. i, pp. 89 *sqq.*, pp. 236 *sqq.*

³ *Bristol Charters*, ed. Harding, p. 11.

⁴ The Honor of Gloucester was not at that time vested in the king, but in John, Count of Mortain, in right of his wife, Isabella, who was one of the daughters of William, Earl of Gloucester (see *supra*, p. 30).

⁵ *Calendar of Charter Rolls*, vol. i, p. 113.

3. *Henry III's charter of 1252.*¹

"No one shall take tyne but for the use of the Lord,² and this according to the custom of the town, namely, that the cask shall contain 24 gallons, and that when it is not taken, two pence shall be given to us for the said tyne."

From this evidence, taken together, it is apparent that no one except the lord was entitled to take tyne at all; that, when the tyne was permitted, it was from each brewing of ale in the town, and that the levy took the form of either 2d. to be paid by the owner of the ale, or the taking of a cask of ale, in which latter case the owner of it was paid 2d.,³ that this cask of ale contained twenty-four gallons, and that the purpose of the prise was "ad sustentacionem castri."⁴ So far there is nothing to connect Tyna Castri with the holding of land; this portion of the evidence is furnished by the following extracts from the 1285 inquisition in *The Great Red Book of Bristol*.

I. *Article 2.*

The jurors stated that the town and its honest men had been accustomed to have at all times from the kings⁵ of England liberties and free customs which the kings forbade anyone to infringe on pain of forfeiting £20, but that, notwithstanding, the liberties were infringed to the damage of the town and the loss of the burgesses (certain complaints followed, which do not concern us). The passage concludes with the following statement as to Tyna Castri:—

"ita tina que appellatur tina castri non consuevit capi in feodis baronum. Antiquitus ubi eadem tina non solebat dari nisi de servisia mediocri, modo per vim capta est de meliori, etc. . . ."

II. *Article 3.* (This is an article dealing with the holdings in knight's service.)

(a) "Abbas⁶ de Kyngeswode pro tribus tenementis juxta portam Laffardi que quondam fuerunt Ralulphi de Weliton

¹ *Bristol Charters*, ed. Harding, p. 17.

² Presumably "of Bristol," who at that time was the king.

³ A similar prise existed in the case of Worcester, except that 2½d. instead of 2d. was paid for the ale (see Ballard and Tait, *British Borough Charters*, p. 306), and somewhat similar prises in Chester (p. 328), Dunheved (pp. 328, 329), Dunster (p. 330), Warton (p. 331), and Morpeth (pp. 331-332).

⁴ See charter of 1230.

⁵ This is inaccurate; the charter of 1188 was granted by John while he was Count of Mortain, and Bristol had previously been in the hands of Robert FitzHamon, Robert Earl of Gloucester and William his son.

⁶ *The Great Red Book of Bristol*, fo. 5a.

qui tempore fecit sectam ad curiam in mercato pro qua dicta tenementa fuerunt de tina castri nomine Baronie et adhuc quieta sunt."

(b) "Prior¹ de Farlegh pro tenemento quod Johannes le Clerk tenet in mercato debet sectam ad curiam predictam de mercato, ut quidam credunt, eo quod idem tenementum est quietum de tina castri nomine tenementi de Baronia."

III. *Article 7.* (Concerning "*Religiosi*," and others, who claimed to have liberties in Bristol.)

The jurors said :—

(a) That the Prior of St. James¹ claimed liberties in the name of the Abbot of Tewkesbury, and had yearly fairs in Bristol, and that during the fairs the abbot, amongst other things, had "de qualibet bracina servicie sex gallones ut de propriis suis tenentibus per totum annum."

(b) That the Master of the Hospital of St. Mary Magdalen held his court for his tenants, and from each of their brewings of ale took three gallons, and a specified measure of corn from each sack taken to market.

(c) "Johannis le Warre clamat habere libertatem in Bristollia ut habere . . . omnes tenentes suos liberos a tina castri."

(d) "Johannes Tike clamat duo mesuagia sua quorum unum est in cornerio juxta ecclesiam Sancti Leonardi et aliud in cimiterio ecclesie Omnium Sanctorum per Johannem Humfrevile esse quieta de tina castri. Similiter Johannes de Corderia totam Corderiam. Similiter Thomas Weliscote totum tenementum inter molendinum castri et novam partem, similiter Robertus de Cliftone, Willelmus Dale."

(e) "Walterus de la Pipe clamat tenementa sua esse quieta de tina castri et de langabulo per antiquam tenuram² a tempore quo non extat memoria."

(f) "Similiter omnes religiosi et barones predicti qui nominantur sectatores Hundredi Bristollie et Curie de mercato pro eorum serviciis predictis clamant omnes eorum tenentes predictos esse quietos de tina castri."

(g) "Rogerus Hankyn clamat tenere de feodo Hospitalis quod non dat tinam castri."

¹ *The Great Red Book of Bristol*, fo. 5a.

² It would be interesting to know what this tenure was.

(h) "Thomas de Westone tenet quoddam tenementum in mercato de quo clamat esse quietus de tina castri per cartam domini Johannis de Morteyn pro quo quidem tenemento et aliis Rex in mutacione heredum percipere debet ostorium vel XXs."

Tyna Castri only concerns us so far as it was an incident of tenure; if it was (and there can be no doubt that it ultimately became so), its age and its original significance are the most important questions. We are again confronted with "origins," and again are bound to confess that direct evidence is entirely lacking; it may be assumed, however, from the name itself, and from the fact that the prise was expressed to be "ad sustentacionem castri," that in Bristol the right was no older than the castle. The question as to whether there was a castle in Bristol before that built by Robert, Earl of Gloucester, in the reign of Henry I is not perfectly clear; Seyer thinks that there was;¹ but however this may be, it is reasonably certain that it was not built until after the Conquest, and it is a post-Conquest origin, therefore, that we should suppose for Tyna Castri.

The question as to whether it was originally an incident of tenure (in the sense of a burden imposed on property) is extremely doubtful. The well-known prise of wine, commencing as a compulsory sale of wine to the king at a fixed price, which was a little below the market price, developed into a tax, and therefore a burden, when market prices rose and those paid by the king did not.² It is suggested that Tyna Castri developed upon similar lines, and that, when it originated, the price of 2d. paid for the beer of medium quality (which was all that could be demanded) was not an unreasonable one;³ but that it ultimately became so is clear from the fact that, if the tine was not taken, 2d. had to be paid by the owner of the beer; it is at this stage that it became a burden, and therefore apparent as an incident of tenure. If these conclusions are justified, Tyna Castri, for our present purpose, is interesting rather than important.

The liberties claimed by the Prior of St. James and the Master of the Hospital of St. Mary Magdalene (paragraph III (a) and (b)) probably differed essentially from Tyna Castri. There is nothing to show that either of them paid anything for the ale they took;

¹ *Memoirs of Bristol*, ed. Seyer, vol. i, pp. 327 sqq.

² Gras, *Early English Customs System*, pp. 37 sqq.

³ This aspect of the case is particularly noticeable in the cases of the Boroughs of Dunheved and Warton mentioned on p. 142, note 3.

the Abbot of St. James demanded it at the time of the fair from everyone, just as he took it from his tenants all the year round, and it seems that this was rather a service rendered in kind than a prise resembling Tyna Castri. The deed mentioned on p. 265 seems to support this hypothesis; the terms of the settlement between the Abbot and William Adrian are found to be set out with some particularity; the Abbot claimed twelve gallons from each brewing of ale for sale,¹ and William Adrian agreed to render six, but there is no suggestion that the Abbot had to pay anything; on the contrary, William Adrian, as one of the terms of the settlement, had not only to give the Abbot his ale, but also half a pound of cummin a year.

It is in relation to the claims for exemption from this incident that its tenurial aspect becomes apparent. We shall see² that the jurors, in reply to the question as to what tenures by knight's service there were in Bristol, stated that in the town of Bristol there were "tenementa de Baronia," and that these tenements were held in capite of the king by suit to the Hundred Court. Paragraph III (f) supplies the further information that the *barones*, on account of their services as suitors to the Hundred Court and the Market Court, claimed that all their *tenants* were free from Tyna Castri; here we have the tenurial element plainly enough, and it is exhibited also in the cases mentioned in paragraph III (e) and (h), where Walter de la Pipe claimed that his messuage was free from both langable and Tyna Castri on account of a tenure of immemorial origin, and where Thomas de Westone claimed that a tenement in the market was free from Tyna Castri by charter of John of Mortain.

It appears from paragraph III (f) that *Religiosi* were free from the incident, though the passage is not entirely without ambiguity.

WARDSHIP.

Although the Bristol evidence upon this subject includes the charter provision which regulated it and a very large number of recognizances entered into by guardians and their sureties, it does not compare, either in quality or quantity, with that contained in the various *London Letter Books*. Since it would appear that Wardship in London and in Bristol were regulated

¹ In the Gloucester Cartulary one of the services due from a villein was, that if he brewed ale for sale he should give his lord fourteen gallons (Seebohm, *English Village Communities*, p. 59).

² See *infra*, pp. 161 *sqq.*

by very similar rules, a review of the London evidence may be of value. Out of the hundreds of cases recorded only those possessing features of peculiar interest are dealt with, and as far as possible chronological order has been observed.

(a) CHOICE OF THE GUARDIAN.

In a case tried in 1243¹ the custom was declared to be that it was lawful for anyone of the city to bequeath the guardianship of his son (or daughter?), with the chattels and inheritance of the child, to anyone he might choose, such guardian being bound to apply the proceeds of the inheritance to the use and advantage of the child until he became of age. If, however, the guardianship was not so bequeathed, the guardianship of the child and his property should go to the nearest relative who could not inherit, on like terms.

In either case the guardian had to appear before the mayor and aldermen, and find security for the due performance of his duties.

In 1317² we find a case in which a husband appointed his wife guardian by his will: the wife subsequently died, whereby the guardianship of the children was declared to have devolved upon the mayor and aldermen, according to the custom of the city.

In 1320³ one John Potrel complained to the mayor and aldermen that, although it was the custom of the city that guardianship should not be given to anyone to whom the property of the children could descend by inheritance, Joce de Spaldyngge and Johanna his wife held the wardship of one Robert, whose property could descend to the latter. Joce produced a letter under the king's seal appointing him guardian, and, because the mayor and aldermen were unadvised in the matter, the child was delivered to him until they were better advised.

In the same year⁴ the mayor took into the city's hand one Walter, who was a vagrant orphan, and who, in due course, was brought before the mayor, certain aldermen, and a great

¹ *Liber Albus*, ed. Riley, vol. i, p. 108. For an example of guardianship going to the nearest relative who could not inherit see *Calendar of Letter Book D*, pp. 190 (1311), 224 (1310) and *Calendar of Letter Book E*, pp. 47 (1315), 62 (1315); for examples of testamentary guardians see *Calendar of Letter Book E*, pp. 17 (1313), 78 (1310) and *Calendar of Letter Book F*, pp. 104 (1344), 121 (1345), 162 (1347), 176, 179 (1347-1348).

² *Calendar of Letter Book E*, pp. 88, 89.

³ *Ibid.*, p. 121.

⁴ *Ibid.*, p. 135.

commonalty assembled for the election of sheriffs ; by their assent the guardianship of the orphan and his property was committed to the Chamberlain.

In 1377¹ the executor of a will claimed that the guardianship of an infant and his property should be committed to him according to the terms of the will. Johanna, grandmother of the infant, also claimed his guardianship, on the ground that she was his grandmother, and the nearest relative who could not inherit. Johanna's petition was granted on condition that she found the infant in food at her own expense, and the fact that she was preferred to the testamentary guardian suggests a change of practice.

A case in (1420)² suggests a very definite alteration in the custom generally. The custom of the city was alleged as follows :—

“ It was one of the immemorial customs of the City . . . that when any lands, tenements or rents of a free man or free woman within the City and suburbs descended to an heir under age, or were so left by will, the Provost, Aldermen, Chamberlain, citizens, and commonalty of the City, before the creation of a Mayor, and after his creation, the Mayor, Aldermen, and the rest, or the Warden in place of the Mayor, had been ever accustomed to have the marriage and guardianship of such heir to their own use immediately after the decease of his ancestor, although his father or mother might still be living, as well as the lands, etc., of the same . . . and further that the said Provost, etc. . . . had ever been accustomed to grant the guardianship to such persons and their property to their nearest friends or others, as they thought fit, on the said guardians finding suitable security . . . ”

(b) THE CONDITIONS OF THE GUARDIANSHIP.

In a case in 1282³ the guardian had to undertake to provide his wards with food, clothing, and all other necessities, and to

¹ *Calendar of Letter Book H*, p. 82.

² *Calendar of Letter Book I*, p. 220 ; cf. *Ricart's Kalendar* (Camden Society), p. 99. It is possible that the practice, as stated in *Liber Albus*, ed. Riley (see *supra*, p. 146), changed at an earlier date. Miss Bateson (*Borough Customs*, vol. ii, p. 147) quotes a case in which the mayor and aldermen stated that from time immemorial the custody of infants and their property belonged to the mayor and aldermen, who could commit it to whomsoever they would, and that it was *not* the custom that the nearest relative who could not inherit should have the guardianship. This case is difficult to reconcile with those quoted on p. 146, note 1, and on this and the preceding page.

³ *Calendar of Letter Book A*, p. 50.

restore their property in good condition upon their coming of age.

In a case in 1300¹ the guardian agreed to maintain, treat and instruct his ward, and not to let her suffer disparagement, nor marry² without the consent of the mayor and aldermen and of her parents.

In a case in 1363³ the Common Serjeant showed that the mayor and aldermen had the marriage of one Alice, an infant, who was in the guardianship of her mother Johanna, who had remarried; her second husband became guardian, with the approval of the mayor and aldermen, on condition that he covenanted not to allow Alice to marry without the consent of the mayor and aldermen, under penalty of losing the value of the marriage right. The guardian married his ward without applying for consent, whereupon twenty-four good men from the four nearest wards were summoned to estimate the value of the marriage, which they did at the sum of £44. This amount the guardian was condemned to pay to the chamber for his contempt.

(c) COMPLAINTS BY AND AGAINST GUARDIANS.

In 1316⁴ a ward complained that he was unable to recover his property from his guardian, and prayed that the guardian and his sureties should be summoned to render an account. The guardian appeared, but after claiming credit for various payments made by him was £43 short. He was committed to prison.

In 1313⁵ a complaint was made to the mayor and aldermen that a ward had not been decently maintained; his guardian was ordered to provide him yearly, whilst at school, with a furred gown, a coat of *Alemayne* with tunic to match, four pairs of linen cloths, sufficient shoes, and a decent bed; in addition, he was to give his ward tenpence a week for his commons and hostage.

¹ *Calendar of Letter Book C*, p. 81.

² In another case (*Calendar of Letter Book E*, p. 24) the guardians were not to marry their ward without the consent of her friends; in another (*Calendar of Letter Book F*, p. 203) without the consent of the mayor and aldermen.

³ *Calendar of Letter Book G*, p. 163, and compare *Calendar of Letter Book H*, pp. 359, 360.

⁴ *Calendar of Letter Book C*, p. 182; cf. *ibid.*, p. 197, *Calendar of Letter Book D*, pp. 180, 187, 211, and *Calendar of Letter Book G*, p. 80.

⁵ *Calendar of Letter Book E*, p. 17.

In 1315¹ it was complained that the guardians of a girl who was eight years of age were contriving to marry her to one Thomas, who was under eleven, that the banns had been published, and that the wedding garments and feast had been prepared. Certain friends of the girl complained to the mayor and aldermen, who, after questioning her parents, committed her to the care of the Chamberlain.

The king, by writ, required that the girl should be restored to her parents, but in their return the authorities persisted in their attitude that this should not be done.

In 1354² a ward appeared in court and declared that he was of age; he complained that his guardian had misappropriated property devised to him, and also on his marriage had received money for which he ought to account.

The guardian, being summoned, appeared and offered to account. Auditors were appointed who found that he owed his ward £100; this he paid into court, and demanded, and was granted, his discharge.

The ward not appearing to be of age, the guardianship was offered to the ward's father-in-law, on condition that he accounted for mesne profits; this he declined to do on the ground that English merchants were not making as much as formerly; he expressed his willingness to account for rents received irrespective of other profits,³ whereupon he was granted the guardianship.

The above is only a selection from the numerous complaints against guardians to be found in the *Letter Books*.

(d) THE GUARDIAN'S ACCOUNT.

A typical account of this is to be found in *Letter Book C*,⁴ where guardians agreed to render an account; a day was given and auditors appointed.

In a case in 1307⁵ a guardian was to be quit of all claims touching the property of his wards on giving them an embroidered silk cope worth £30 and £10 in money.

From one account, particulars of which are preserved,⁶ it appears that a boy started with a capital of £300; that his guardian paid the city interest on this sum at the rate of 20 per

¹ *Calendar of Letter Book E*, p. 47; cf. *ibid.*, p. 266.

² *Calendar of Letter Book G*, p. 38.

³ Compare the case at the foot of this page.

⁴ *Calendar of Letter Book C*, p. 53.

⁵ *Ibid.*, p. 205.

⁶ *Calendar of Letter Book G*, p. 323, note 3.

cent. per annum (one half of which was remitted to him at the end of his guardianship, for his trouble, by the custom of the city); that his ward spent some years of study in the schools at Oxford, his board there, as well as elsewhere, costing no more than 2s. a week, whilst the cost of his education never exceeded 2 marks a year; and that at the end of thirteen years his capital was nearly doubled.

(e) TERMINATION OF GUARDIANSHIP.

In 1354¹ a guardian asked to be relieved of her office on the ground that neither she nor her husband exercised any trade or craft to teach the ward.

One John² devised the guardianship of his son to his widow and another jointly; in 1357 the widow released her guardianship to her fellow guardian, who by deed conveyed it to Adam de Bury—an extraordinary case.

In 1368³ a guardian was summoned to show cause why he should not surrender his guardianship. It was ultimately committed to another.

In 1380⁴ a guardian applied to be relieved of his office on the ground that the money he received was insufficient for the maintenance of his ward.

Guardianship⁵ ceased when the ward attained twenty-one.

THE BRISTOL EVIDENCE.

The first mention of this incident for Bristol is to be found in a Bristol Custumal which Miss Bateson dates at about 1240; this provided⁶ that the mayor should have cognizance of cases which were wont to belong to his jurisdiction, such as "cases concerning the goods or wardship of orphans"; his jurisdiction, however, was apparently limited to those in which either the next kinsmen did not appear, or there was a dispute as to the wardship. There is a curious inconsistency between the provision of this Custumal and the statement in the charter of 1331,⁷ which is to the following effect:—

"Moreover since (as we have understood) the lands and tenements, the goods and chattels of orphans and children

¹ *Calendar of Letter Book G*, p. 32.

² *Ibid.*, p. 196.

³ *Ibid.*, p. 230.

⁴ *Calendar of Letter Book H*, p. 72.

⁵ *Calendar of Letter Book C*, p. 148; or, apparently, if with due consents the ward married under that age.

⁶ Bateson, *Borough Customs*, vol. ii, p. 146.

⁷ *Bristol Charters*, ed. Harding, p. 75.

who are under age . . . (which according to the custom which has hitherto prevailed in the same town ought to be committed by the mayor of the same town to proper guardians who may answer, etc. . . .)"

From this latter provision it seems clear that in 1331 the mayor's jurisdiction was regarded as general, and since both provisions are unambiguous, it can only be assumed that there was a change in practice between these two dates.

It is interesting to note that almost exactly the same change is to be observed in the case of London, and between almost exactly the same dates.¹

(a) CHOICE OF THE GUARDIAN.

The Bristol evidence appears to support the following conclusions :—

1. That a testamentary guardian could be appointed.

This point is fully established by the wills² of John Dodyng (1379), Walter Tedistille (1385), John Stanes (1385), Thomas Sampson (1387), Hugh le Hunt (1389), John Riper (1389), Walter Stodeley (1387), Elias Spelly (1390), and many others.

No doubt, as in the case of London, testamentary guardians were required to find security for the due performance of their duties.

2. That in default of a testamentary guardian the choice rested entirely with the mayor.

This proposition, which would seem to follow from the statement in the 1331 charter, is confirmed by an entry in the Book of Recognizances relating to Orphans,³ from which it appears that George, son of Thomas le Lange, aged twelve, came before the mayor and sought to be admitted to a tenement in Temple Street, formerly belonging to John Francis, junior, which George stated had come to him by descent. George was duly admitted, and the record proceeds :—

"et quia custodia orphanorum et puerorum infra etatem existencium ad officium maioris ville Bristollie, qui pro tempore fuerit, pertinet per sufficientem securitatem cuicumque sibi placuerit liberanda."

It appears that the infant's father was before the court, and that he asked for the guardianship of his son's body, expressing his willingness, however, that the guardianship of the tenement should go to one Robert Chedde (volens nichilominus et concedens

¹ See *supra*, pp. 146, 147.

² Wadley, *op. cit.*, pp. 13 (*bis*), 14, 17, 23, 24, 25, 26.

³ Fo. 8b.

quod Robertus de Chedde habeat ex liberacione maioris supradicti custodiam tenementi supradicti). An order was made accordingly.

3. That in choosing the guardian the mayor was not restricted in his choice to persons related to the child.

The only cases in which it is clear that the mayor appointed a relative are those where the mother, or mother and stepfather, were made guardians. This was obviously reasonable where the mother survived, especially if the children were very young.¹ In other cases, however, there is very rarely an indication that the guardian was a relative, and it is quite certain that, even if he were, the socage rule of appointing the nearest relative who could not inherit did not apply.² The case of the children of Robert de Bathe is in point; on Monday after the Feast of St. Barnabas in 23 Edward III, John de Wryngton came before the mayor and acknowledged the receipt of the body of Alice Bathe, aged ten, and goods and chattels to the value of £100 left to the child in her father's will; on the same day Thomas Babbecari and John de Wycombe did likewise in respect of John Bathe, aged fourteen, and Margaret Bathe, aged five, who were also entitled to £100 each. It is highly improbable that these three guardians were related, and, even if they were, it is obvious from their names that they could not have been related in the same degree. Since John Wycombe was mayor in 1351 and Thomas Babbecari in 1356, it seems much more probable that they were chosen merely as being prominent citizens, and that the statement that the mayor could make anyone he chose guardian may be accepted at its face value.³

(b) THE SECURITY TO BE GIVEN BY GUARDIANS ON ASSUMING OFFICE.

The charter of 1331 intimates⁴ that guardians had sometimes left the town after alienating such property as they had there,

¹ It was not always done, however; see note 3 below.

² See on this point The Book of Recognizances relating to Orphans, *passim*.

³ Another illustration is to be found on folio 28a of The Book of Recognizances, where it appears that Robert Prentis (who had been a bailiff of the town) acknowledged the receipt of William, aged four, son of John Lyndraper, together with a considerable sum of money, and that on the same day Edith, widow of John Lyndraper, made a like acknowledgment in respect of John, another child, aged one and a half. It appears also on folio 45a of the same volume that on the same day Henry Wyvelescombe and William Somerwell (who had filled the offices of bailiff and mayor) acknowledged receipt of James and William Prisschton respectively. The children's mother was then alive.

⁴ *Bristol Charters*, ed. Harding, p. 75.

leaving nothing out of which their wards could make good defalcations. To remedy this grievance it was provided that the mayor should be entitled to receive from every person who was appointed guardian, and his sureties, recognizances of any sums to be paid to the ward, and, at the suit of the ward or his executors, should either levy such sums on the lands and tenements, goods and chattels of the guardian and his sureties, into whosoever hands they should come, or deliver to the orphans and children a moiety of such lands and tenements, and the goods and chattels to the amount of the sum recognized, according to the form of the statute of Westminster concerning such recognizances.

The actual form of the undertaking varied to some extent from time to time, but essentially it remained the same, and the following extract can be taken as typical :—¹

“Et nisi predictus Ricardus [*the guardian*] hoc fecerit, concedit quod maior et ballivi ville Bristollie qui pro tempore fuerint, fieri faciant omnia predicta bona et catalla de terris redditibus bonis et catallis ipsius Ricardi ad quorumcumque manus devenerint secundum formam, vim et effectum Carte domini Regis burgensibus ville Bristollie in favorem minorum ejusdem ville inde concesse. Et ad maiorem omnium premissorum securitatem, Willelmus Atteford et Johannes Capon venerunt et recognoverunt se pro predicto Ricardo in omnibus suprascriptis predicto Johanni filio Johannis le Draper satisfacere. Et nisi fecerit iidem Willelmus et Johannes Capon concedunt quod maior et Ballivi ville Bristollie qui pro tempore fuerint, fieri faciant omnia predicta bona et catalla prefato Johanni legata de terris tenementis, redditibus, bonis et catallis ipsorum Willelmi et Johannis Capon ad quorumcumque manus devenerint, secundum formam vim et effectum Carte domini Regis hominibus ville Bristollie in favorem minorum ejusdem ville inde concesse.”

The discharge of the guardian was also a formal matter taking place before the mayor. Numerous records of these are to be found in The Book of Recognizances relating to Orphans; sometimes the discharge was sought when the infant attained full age, sometimes when a female ward married under age, and sometimes when the infant ward died.

¹ See The Book of Recognizances relating to Infants, *passim*.

(c) THE DUTIES OF THE GUARDIAN.

These may be gathered from one of the recognizances (of which there are a fair number) in which the duties of the guardian are particularized :—

“Isabella que fuit uxor Walteri le White venit . . . etc.; et recognovit se recepisse custodiam corporis Christine filie predicti Walteri le White etatis quatuordecim annorum unacum $\text{£}xx$ argenti et uno tenemento quod Stephanus Norman tenet ad terminum annorum de jure predictæ Christine, cum omnibus aliis bonis et catallis in testamento predicti Walteri eidem Christine legatis Solvendis eidem Christine cum ad etatem XXI annorum pervenerit vel citra si ipsa per assensum maioris ville Bristollie . . . et amicorum ejusdem Christine propinquiorum nupta fuerit vel ejusdem Christine executoribus si ipsa infra etatem suam legitimam antedictam diem suum clauserit extremum Ultima tamen voluntate predicti Walteri secundum tenorem testamenti sui in omnibus semper salva. Et predicta Isabella predictam Christinam dum in custodia ipsius Isabella moram traxerit, una cum tenemento sibi predictæ Christine legato bene et decenter sustenabit et competenter faciet informari.”

ESCHEAT.

In a borough possessing the custom of devise it is obvious that Escheat “*propter delictum tenentis*” must have been far commoner than the other variety, and we propose, therefore, to deal with it first.

(a) ESCHÉAT PROPTER DELICTUM TENENTIS.

According to the Common Law, the conviction of a tenant for felony entailed an escheat to his lord subject to the Crown’s right to “year, day, and waste,” while a conviction for high treason resulted in a forfeiture to the king without regard to the rights of the mesne lord. In some of the boroughs, however, the conviction of a tenant for felony gave the king an escheat which over-rode the rights of the mesne lords altogether, and which was not, therefore, limited to “year, day, and waste.” Hemmeon has suggested¹ that Bristol was probably a borough of this class, but the following evidence does not support his supposition.

¹ *Burgage Tenure in Mediæval England*, p. 36.

(i.) *Thomas de Berkeley v. John Franceys, the Younger.*

THE FACTS.

One John Taverner, who held a messuage in the suburb of Bristol from Thomas de Berkeley, committed felony and abjured the realm; whereupon¹ the king granted the messuage with other premises, by letters patent, to John de Weston, the younger, who in his turn conveyed it to the defendant. The plaintiff, who was grandson and heir of Thomas de Berkeley, brought a Writ of Escheat.

THE COURSE OF THE PROCEEDINGS.²

The defendant vouched John de Weston to warranty, and the latter produced the letters patent, and alleged that the messuage could not be brought into judgment without the king; whereupon, in the words of the record, "the justices delayed to proceed with the plea." The plaintiff petitioned the king in Council, in Parliament, to provide a remedy, and the king ordered the justices to proceed notwithstanding the letters patent, but not to render judgment without consulting him.

THE ARGUMENTS IN THE CASE.³

Thorpe: We tell you that the tenements are in the borough of Bristol, within which all tenements are holden in chief of our Lord the King, who has always had the Escheats, and our Lord the King entered this land as his Escheat and gave it to us by his Charter; Judgment whether you can demand anything.

Stonford: He answers nothing, and we demand judgment, and we tell you that the Earl of Gloucester was seised of that borough and gave it to King John since time of memory; Judgment whether you can say that it has been always holden of the King.

(These arguments were addressed to the Court in Michaelmas Term, afterwards in Easter Term the arguments were resumed.)

Thorpe: We tell you that Bristol is the King's free borough,⁴

¹ *Calendar of Patent Rolls* (1317-1321), p. 71.

² *Calendar of Close Rolls* (1339-1341), pp. 337, 449.

³ Pike, *Year Books of the Reign of Edward III* (years xiv, xv), p. 184.

⁴ According to *The Great Red Book of Bristol*, fo. 3, the jurors, in their answer to the second article of the inquisition hereafter referred to, stated that "Dicta villa est Regalis et libera de se." Gayneford's argument, however, appears to be historically accurate. The object of the latter's plea appears to have been to establish the fact that Berkeley held of the crown *ut de honore*, so that the terms of his tenure would be the same as they were before the Honor of Gloucester passed into the hands of the Crown (see Pollock and Maitland, *H.E.L.*, vol. i, pp. 281, 282).

where the King and his progenitors, from time whereof memory is not, have had the escheats of whomsoever the lands might be holden ; and we tell you that our Lord the King, by reason of the felony of his tenant, seised the escheat and enfeofed us ; Judgment whether an action, etc.

Gayneford : We tell you that in the town of Bristol there is a fee called Berkeley's Fee which extends into two streets, etc., and they are parcels of the Manor of Berkeley which extends into two Counties, of which Manor the land demanded is parcel ; and we tell you that the town of Bristol was in the seisin of William, Earl of Gloucester, in the time of King Richard, before which time it was never in the hands of Kings ; and, from William, the Earldom descended to his three daughters, one of whom King John, before he was King, married, so that the town of Bristol was allotted as the purparty of the wife of King John, and thus it came into the hands of Kings ; Judgment whether he can say that this made it the King's free borough, or thereby ousts us from our action ; and Gaynford said, further, that the King and his progenitors did not have the escheats.

Thorpe : Your replication is double ; one part of it lies in fact, as to whether the King and his progenitors have had the escheats or not, etc. ; and the other in record, etc., as to whether this be the King's free borough or not ; wherefore hold you to one.

Hillary : You oblige him by your answer to plead both.

Thorpe : The answer is accepted as good, and although they may have accepted a double answer, it does not thereby follow that he should have a double replication.

Hillary : We will not permit you to go on with two answers even though they might be willing to accept them, therefore make your answers with certainty, and you have a day by *Prece partium*, in which case all that was pleaded before loses its force, and the tenant is at liberty to plead anew.

Thorpe : I do not think so ; but our plea is entered on the roll, and it is accepted and cannot be removed.

And afterwards Gaynford said that the King had not had the Escheats in that town all time ; ready, etc., "and they have not denied that the tenements are holden of us ; Judgment and we pray seisin." And in this plea Hillary said that, of common right everywhere, the King shall have the year and waste,

and that if he give when he is so seised, the lord can only have a Writ of Escheat against the tenant ; *Quaire*.

Blaik : The King has had the Escheats from all time, ready, etc., and the other side said the contrary.

As Hemmeon points out,¹ there is no record of the judgment, but on the pleadings the plaintiff ought to have succeeded. Whether he did so or not, the next record to which we shall refer seems to put the matter beyond all doubt.

(ii.) *4th May, 1381.*

An order² was addressed to Walter Derby, Mayor and Escheator of Bristol, to deliver to Thomas de Berkeley, Lord of Berkeley, seisin of four shops in Temple Street in the suburb of Bristol, held by Richard Sweyn, who had been hanged for felony ; since the king had learned by inquisition, taken by the mayor, that the same had been in his hands for a year and a day ; that Richard held them of Thomas ; and that the king had granted the "year, day, and waste" thereof to John Maynard, his serjeant.

(iii.) *20th November, 1408.*

Queen Johanna³ leased the town of Bristol to the mayor and commonalty ; the various rights granted were minutely described, and included the following :—

" . . . exitus, forisfactos et omnia que ad ipsum metuen-
dissimum dominum meum regem et heredes suos et ad
nos ad totam vitam nostram . . . infra villam Bristollie
et procinctum ejusdem pertinere poterunt de anno die et
vasto, forisfacturis. . . ."

(iv.) The charter of Edward IV,⁴ granting the town of Bristol to the mayor and commonalty, specified amongst other things "all things which can belong to us and our heirs within the town suburbs, liberties county and precincts aforesaid, from year, day, and waste, forfeiture. . . ."

(b) ESCHEAT PROPTER DEFECTUM SANGUINIS.

Because Bristol followed the Common Law in the one case, we should expect the same result in the other ; the

¹ *Burgage Tenure in Mediæval England*, p. 36, note 6.

² *Calendar of Close Rolls (1377-1381)*, p. 451.

³ *The Little Red Book of Bristol*, ed. Bickley, vol. i, p. 162 ; see also the particulars contained in a similar grant by Henry VI (Bush, *Bristol Town Duties*, p. 32).

⁴ *Bristol Charters*, ed. Seyer, p. 110.

actual evidence, although it is curiously scanty, confirms this conclusion.

In 1383¹ there was an order directed to the justices of the Bench, and made upon the petition of Thomas de Berkeley, which required them to proceed with what speed they might, in a cause between Thomas de Berkeley and John Horlok and his wife concerning a messuage in the suburb of Bristol, held of Thomas de Berkeley's grandfather (whose heir he was) by Richard, son of Juliana Jolyffe, and which ought to revert to the plaintiff as an escheat, because Richard died without an heir, and, notwithstanding the allegation that one John de Gosebourne, through whom the defendants claimed, and whom they had vouched for warranty, had received a grant of the premises from Queen Phillipa, which had been confirmed by the king; the justices, however, were not to render judgment without advising the king.

GENERAL CONCLUSIONS.

We have already mentioned² that the Crown and its predecessors in title to the Honor of Gloucester must have been the only considerable landlords within the old walls, and in that capacity would have taken escheats there according to ordinary feudal principles. While it is true that sub-infeudation in this area must have created some mesne lordships, it must also be remembered that alienation did not take place on a large scale until the fourteenth century, by which time *Quia Emptores* had not only prevented sub-infeudation, but was also tending to eliminate such mesne lordships as actually existed.

When burgage tenure had passed beyond its original limits, and involved the lands of such great landlords as Thomas de Berkeley, the king probably not only desired to establish customs as to escheat similar to those obtaining in such boroughs as London,³ but also attempted to do so. The two cases in which Thomas de Berkeley was involved⁴ show that this attempt was frustrated, and that those landlords who held of the king "*ut de honore*" insisted on the rights which their predecessors had enjoyed when the Honor of Gloucester was not in royal hands.

¹ *Calendar of Close Rolls* (1381-1385), p. 331.

² See *supra*, p. 30.

³ Bateson, *Borough Customs*, vol. ii, pp. 160 *sqq.*

⁴ See above, pp. 155 to 157 and on this page.

RELIEF.

In the old intramural area, as we have seen, the king was the principal, if not the only, landlord, while in the suburb some burgesses held of the king, but the majority held of other lords; the question of relief, therefore, has to be considered both from the point of view of the king and of the other landlords.

According to the Common Law, when a tenant in chief died, the king's escheator seized the land and inquired as to the next heir¹ (*inquisitio post-mortem*); the heir, thus ascertained, was not put in seisin until his right had been established by inquest and he had done homage and paid or given security for his relief.²

John de Handlo died owning property in many parts of England, and an inquisition was held at Bristol before Simon Basset, escheator, to inquire into his possessions in that neighbourhood;³ it was found that the deceased held no lands in the escheator's bailiwick "in fee," but that he had in the vill of Bristol eight messuages, twelve shops, fifteen cellars, two gardens, and 62s. rent which he held of Queen Phillippa in free burgage ("as all other tenements in the vill of Bristol"). Queen Phillippa held Bristol for her life by the king's grant, but this fact would not have interfered with the payment of the royal relief if it were ordinarily due. The king, however,⁴ directed the escheator not to intermeddle further with the Bristol property, "which messuages are held of Queen Phillippa in free burgage." It may be concluded that this direction was given because the premises were held *in capite* by burgage tenure, and that the case is an authority for the proposition that no relief was payable to the king in such circumstances.

There is no real evidence that other landlords were entitled to a relief in the case of Bristol lands held in burgage tenure; it is true that in one or two documents a relief is referred to,⁵

¹ "The Writ of *Diem clausit extremum* properly lieth, where the King's tenant who holdeth of him *in capite*, as of his Crown, by Knights service, or in Socage dyeth seized."—Fitzherbert, *New Natura Brevium* (1652 edition), p. 624.

² Pollock and Maitland, *H.E.L.*, p. 311.

³ *Gloucestershire Inquisitions Post-Mortem*, vol. v, p. 313.

⁴ *Calendar of Close Rolls* (1346–1349), p. 113; see also the case of Robert Gyene, *Gloucestershire Inquisition Post-Mortem*, vol. v, p. 354, and the *Calendar of Close Rolls* (1354–1360), p. 8.

⁵ For example:—

(a) "Thomas de Westone tenet quoddam tenementum in mercato de quo clamat esse quietus de tina castri per cartam domini Johannis de Morteyn pro quidem tenemento et aliis Rex in mutacione heredum percipere debet ostorium vel XXS." (See p. 144.)

(b) A deed provided for the payment of a pound of cummin "in mutacione heredum suorum . . . de relevio." (See p. 266.)

but it cannot be too carefully borne in mind that burgage tenure, as it extended beyond its original limits, replaced tenures already in existence, and that, on the fringe of this advancing wave, incidents appropriate to the original tenures may well have survived for a time.

AIDS.

There is no evidence that this incident existed in Bristol, nor should we expect to find it.

MARRIAGE.

It will be pointed out that this incident did not exist in Bristol.¹

¹ See p. 166.

TENURES OTHER THAN BURGAGE TENURES

THE BRISTOL TENURES.

THE Bristol burgesses, in the vast majority of cases, no doubt, held their land by burgage tenure, but its prevalence must not lead us into the error of assuming that no other tenures existed; the thirteenth-century deeds¹ prove that Frankalmoign was by no means uncommon, and we shall see that tenure by knight service was also to be found; nor can we dismiss without consideration the possibility of villein tenure and socage.

TENURE BY KNIGHT SERVICE.

*The Great Red Book of Bristol*² contains a record which supplies evidence upon this question; it is dated in 1285, and commences as follows:—

“Responciones duodecim juratorum subscriptorum de Bristollia [*then follow the names of the jurors*] . . . super articulis subscriptis sibi liberatis Die Sabbati proximo post festum Sancti Bartholomei Anno Regis Edwardi Tercio-decimo per manus dominorum Ricardi de Rochewell et Rogeri le Rous inquisitorum ibidem missorum per predictum dominum Edwardum Regem Anglie.”

The third article was to the following effect:—

“De feodis militum que tenentur in capite de domino Rege qui ea tenent et in quibus villis et qui sunt tenentes sui et ubi sunt, ut stituatur ubi distringendum sit pro servicio Regis si aretro fuerit.”

Before giving details of the tenants the jurors stated:—

“In villa Bristollie sunt tenementa de Baroniis et tenentur in capite de domino Rege pro sectis faciendis Ad hundredum domini Regis in eadem.”

¹ See Appendix, pp. 257 *sqq.*

² *The Great Red Book of Bristol*, fo. 3 *sqq.*

Then follow the details, which for the sake of convenience have been tabulated as follows :—

No.	Name of Tenant in Capite.	Situation of Premises.	Name of Tenant in Demesne.	Service mentioned as due from Tenant in Capite.	Remarks.
1	Bishop of Worcester.	1. Tenement in the Parish of St. Lawrence, in the quarter of St. Ewen's.	Thomas Stakepol.		"Antiquitus."
		2. Tenements in the Street of the Blessed Mary in burgo, in the same quarter.	Master Thomas Mansorel. Thomas Maylledon.	Suit to the Hundred Court.	Service withheld for four years.
2	Abbot of St. Augustine's.	1. Property not described.	Roger de Kilmaynan.		
		2. Property not described.	Roger le Taverner.		
		3. Vacant place near the Church of St. Lawrence.	John de Leygrave.		
		4. Property not described.	The widow Sanekin.		
		5. "Tenement Penris apud pisam."	—	Suit to the Hundred Court.	"Antiquitus."
		6. Near Church of St. Giles "super piscam."	John le Warre.		
		7. St. Augustine's Street.	Geoffrey Coppe.		
		8. —	Stephen de la Sarteria.		
		9. St. Augustine's Street.	Hugh Pictor.		
		10. Corner of the Street of the Blessed Mary.	Henry Cocus.		
		11. In the Drapery.	Richard Golde.		
		12. In Worchshipestret.	Eborardus le Fraunceys.		
		13. <i>Ditto</i> (tenement "Langbord.")	Symon Adrian.		
		14. Property not described	John Leygrave.		
		15. Property not described.	Laurence Hurpetre.		
		16. Property not described.	Matthew le Packar'		
		17. In the quarter of the Blessed Mary in burgo (pro novo tenemento).	Edward Maeceranus (?).	Suit to the Hundred Court.	"Antiquitus."
		18. Tenement "Selewy" in the Parish of St. Nicholas.	John Clericus.		
		19. Tenement "Halferling."	Ricardus le Ropere.		
		20. In the corner of the Church of All Saints.	Peter of Worcester.		
		21. The tenement of Egidius Clerk.	Henry Cocus.		
		22. In Reqrateria.	Richard de Kalna.		

No.	Name of Tenant in Capite.	Situation of Premises.	Name of Tenant in Demesne.	Service mentioned as due from Tenant in Capite.	Remarks.
3	Abbot of Keynsham.	23. On the Avon in the quarter of All Saints.	William Mombrai.	Suit to the Hundred Court.	"Antiquitus."
		24 } In the Jewry.	Master Thomas Monsorel.		
		25 } Robert Stote.	Master Thomas of Gloucester.		
		26 }	William de Waltis.		
		27. Tenement "Courtelone," in St. Jacob's Street.	Roger Cantok.		
		28. Northern half of a tenement in the quarter of Holy Trinity.	—	Suit to the Hundred Court; and, for the four (?) tenements in the Market, suit to the Market Court.	
		29. Tenement in Market.	—		
		1. In cemetery of Church of St. Peter, in quarter of St. Mary in burgo (number of tenements not specified).	John de Dene, Nicholas de la Heyhome, Elias de Pouclechurch.		
		2. Two tenements in the Market.	No particulars given.		
		3. On the Weir.	John de Leygrave.		
4	Prior of St. James.	31 tenements in the Market, 12 near the Priory Cemetery, and 20 in the Parish of St. Peter's.	William Turtele.	Suit to the Hundred Court.	The Prior of St. James apparently showed the Charter of William, Earl of Gloucester.
5	John de Kerdif, burgess of Bristol for the tenements of William Comin, Baron.	1. In Lewin's Mead, opposite the Church of the Friars Minor.	Nicholas de Hasele.		
		2. In Lewin's Mead.	Hugh de Melles.		
		3. Ditto.	Thomas de Button.		
		4. Ditto.	Roger Rocel'i.		
		5. Ditto.	Matthew and Sely de Melles.		
		6. Ditto.	Stephen de Melles.		
		7. Ditto.	Jacob Tanner.		
		8. Ditto.	Nicholas Rocel'i.		
		9. Ditto.	Roger de Cheyn.		
		10. Ditto.	Adam de Bury.		
		11. Ditto.	Juliana Ayllard.		
		12. Ditto.	Milisaunt de Siston.		
		13. Ditto.			
		14. Ditto.			

No.	Name of Tenant in Capite.	Situation of Premises.	Name of Tenant in Demesne.	Service mentioned as due from Tenant in Capite.	Remarks.
6	John Giffard.	Tenements (number not specified) in Wynchestret.	Not specified.	Suit to the Hundred Court.	Withheld for three years.
7	Master of the House of St. Mark de Bikeswike.	In Bradstret, St. Ewen's quarter.	Gilbert Spisarius.	Suit to the Hundred Court.	
8	Thomas de Berkeley.	A part of Redcliffe Street. A part of Fuller's Street. A part of Temple Street. A part of St. Thomas Street (number of tenements not specified).	Not specified.	<i>Ditto.</i>	
9	Richard Arthur.	A part of Redcliffe Street called "Arthur's Acre," extending from the tenement of Roysia Sonwey, as far as the Lawditch in Fuller's Street (number of tenements not specified).	Not specified.	<i>Ditto.</i>	
10	John de Sancto Laudo.	In Cornstret.	Peter la Marer'.	Suit to the Hundred Court.	
11	Alexander de Alneto.	Tenements on the Weir, stretching from Howenebrugg to the Gate of the Praying Brethren (number of tenements not specified).	Not specified.	Suit to the Hundred Court.	
12	John le Sor.	Tenement on the Blindeyete;	Nicholas Cocus.	Suit to the Hundred Court.	
13	John de Acton.	Vacant place, outside the Blindeyete, in quarter of Holy Trinity.	Not specified.	Suit to the Hundred Court.	Withheld for one year.
14	Geoffrey Vasal.	In Market.	Master Thomas le Mareschal.	Suit to the Hundred and Market Courts.	Withheld for thirty years.
15	Adam de Bucton'.	1. Tenements "en le Putte" near Aylward's Bridge. 2. Tenement on St. Michael's Hill. 3. Not specified. 4. Tenement "veterum scholarum," opposite St. Peter's Church. 5. Opposite the Jewry (two tenements).	John de Monemue. Walter Horchard. Lovyne de Bathon'. Not specified. Hugh de Melles' Barneleeb'.	Suit to the Hundred and Market Courts.	
16	Richard de Grevyle.	Two tenements in the Market.	Richard le Forester, Richard de Mangodesfeld.	Suit to the Hundred and Market Courts.	

No.	Name of Tenant in Capite.	Situation of Premises.	Name of Tenant in Demesne.	Service mentioned as due from Tenant in Capite.	Remarks.
17	Nicholas Fromund.	Two tenements in St. Mary Street. Tenement in Cemetery of All Saints.	Roger Piscator, Walter Sturte, Hospital of St. Lawrence.	Suit to the Hundred Court.	
18	Walter de Hereham (for tenement of Henry de Waddone).	A tenement in the Market, on the western side of land of the Abbot of St. Augustine's.	Not specified.	Suit to the Hundred Court.	
19	Fulto, son of Warinus.	Curtilage in the Market.	John de Quacford.	Suit to the Hundred and Market Courts.	Withheld for one year.
19a	Reginald Paueli.	Vacant place in the Market.	John de Dene.	<i>Ditto.</i>	
20	Abbot de Bella Loca.	3 tenements in the Street of St. Mary "in Burgo." Tenement opposite the Praying Brethren. Tenement in Bradstret.	Roger le Tavener. William of Occaneton. Agnes Wyneman. William Vellard. William Turtle.	Suit to the Hundred Court.	
21	Abbot of Kingswood.	3 tenements near Laffard's Gate.	Ralph de Weliten.	Formerly did suit to Market Court. ¹	Suit withheld for twenty years.
22	Prior of Farleigh.	A tenement in the Market.	John le Clerk'.	Suit to the Market Court, as certain men believed. ²	
23	Nicholas de Poyntz.	A curtilage in the Market.	Not specified.	Suit to the Market Court.	

¹ The record at this point deserves attention ; it is as follows :—

"Abbas de Kyngeswode pro tribus tenementis juxta portam Laffardi que quondam fuerunt Radulphi de Weliton' qui tempore fecit sectam curie in mercato pro qua dicta tenementa fuerunt de tyna castri nomine Baronie et adhuc quieta sunt. . . ."

² Here again the record proceeds :—

"Eo quod idem tenementum est quietum de Tyna Castri nomine tenementi de Baronia per XII annos."

It would appear, then, that tenure by knight service *in capite* was not uncommon in Bristol, but since these tenants had very obviously created sub-tenancies, the nature of the resulting tenures also requires consideration. We are speaking of a period prior to *Quia Emptores*, so that any variety of tenure was theoretically possible; our inquiry, however, is to some extent limited by practical considerations.

In estimating the probability of tenure by knight service the following quotation¹ is suggestive:—

“In Bracton’s day the test of military tenure is the liability to scutage, and, as already said, the peasant or yeoman very often had to pay it; if he had not to pay it, this was because his lord had consented to bear the burden. In Edward I’s day scutage was becoming, under his grandson it became, obsolete. There was nothing then in actual fact to mark off the services of the yeoman who was liable to pay scutage as well as to pay rent from those of the yeoman who was free even in law from this never collected tax. The one was theoretically a military tenant, the other was not; in the one case the lord might have claimed wardship and marriage, in the other he could not; . . . scutage being extinct, wardships and marriages unprofitable, mere oblivion would do the rest; many a tenure which had once been, at least in name, a military tenure would become socage.”

Wardship and marriage were the crux of the whole question, and substituting “burgage” for “socage,” these arguments would apply very aptly to Bristol, because, as we shall endeavour to show, there was no possibility of profit from wardship and marriage there, even at a comparatively early date; even, therefore, if a sub-infeudation originally created a tenure by knight service, the lord would have had little to gain by maintaining the distinction; the insignificant scutage which would have been apportioned to a single burgage tenement could hardly have proved an inducement.

As to the incident of marriage, the Bristol charter of 1188² provided that the burgesses should be able to marry themselves, their sons, their daughters, and their widows without the license

¹ Pollock and Maitland, *H.E.L.*, vol. i, p. 356.

² *Bristol Charters*, ed. Harding, p. 10.

of their lords,¹ and this provision was confirmed by the charter of 1252² and by other charters.

With the question of wardship we have already dealt,³ and it is only necessary to remind the reader that a Custumal, which Miss Bateson dates at about 1240, makes it fairly clear that wardship fell within the jurisdiction of the mayor when it was not claimed by the kinsmen, and that by 1373 the former had acquired an exclusive jurisdiction in the matter.

It has been remarked⁴ that burgesses excluded, if they could, all rights to wardship, reliefs⁵ and heriots, and that without these the lord was practically reduced to the position of a man with a rent charge; a landowner so placed would hardly concern himself with unprofitable legal distinctions.

That some of the sub-infeudations created Frankalmoign tenure is probable enough; of Serjeanty we have no evidence.

In conclusion, it should be added that our remarks as to sub-infeudations by *tenants-in-capite* by knight service, apply equally to all sub-infeudations.

FRANKALMOIGN.

It will be shown⁶ that Frankalmoign tenure existed in Bristol; no special comment is necessary.

SOCAGE.

It would be unprofitable to consider whether socage tenure existed in Bristol; John's charter of 1188 provided that lands and tenures which were within the town should be held *according to the custom of the town*; a distinction between burgage tenure and socage tenure held on these terms would be difficult to draw.⁷

¹ The expression "dominorum suorum" would seem to indicate that John intended the provision to extend to any lords from whom burgesses held land, and not merely to his own tenants; since John was not king at the date of the charter, it may be doubted whether this provision would then have been effective. Henry III, however, confirmed it in 1252.

² *Bristol Charters*, ed. Harding, p. 27.

³ Pages 150 *sqq.*

⁴ Maitland, *Township and Borough*, p. 71.

⁵ There is no positive evidence that the relief was not payable in Bristol, but it may be fairly safely assumed that Bristol, in common with many other boroughs, obtained this immunity. No reference to a heriot has been found.

⁶ Pages 257 *sqq.*

⁷ In the Patent Rolls of Edward III's reign (*Calendar of Patent Rolls*, 1354-1358, p. 269) there is a licence in *mortmain* dealing with a messuage in the suburb of Bristol, held of the king in chief, by socage "after the custom of the borough of Bristol," and there is a somewhat similar statement in another licence recorded in the same volume (p. 274); it is possible, of course, that both cases were instances of true socage tenure, but the addition of the words "according to the custom of the borough of Bristol" (which would make the distinction practically meaningless), suggests the contrary.

UNFREE TENURE.

Bristol, no doubt, like other towns, attracted a considerable number of fugitive villeins, but with this question we are not concerned, seeing that it is one of status rather than tenure. In considering the latter we must first confess that there is an almost complete lack of evidence, and that the tentative conclusions arrived at are based on the balance of probability; and, secondly, we must distinguish between the portion of the town enclosed by the walls and the continually growing suburb. It can hardly be argued that villein tenure existed within the walls themselves (although cottagers may have resided there), because the restricted area which they enclosed must have been far too urgently needed for other purposes; there is nothing inherently improbable, however, in the suggestion that some of the burgesses owned land on the outskirts of the town which they cultivated by villein labour (we shall instance a conveyance of arable land with a villein and his sequela¹), but there are indications that by the latter half of the fourteenth century such landholding was infrequent; the burgesses' wills, which almost always described land devised in some detail, rarely mentioned arable land.²

The growth of Bristol must have considerably stimulated agriculture in the surrounding districts, since the town was very far from being self-supporting.

There is a petition³ by the commonalty of Bristol showing that the corn growing round the town was insufficient for its needs, and that this commodity had formerly been bought from the Counties of Gloucester, Worcester and Hereford, but that supplies had been stopped by the king's ministers. The king ordered that merchants, and others with corn and other victuals, should pass safely to Bristol under the king's protection. In the Close Rolls⁴ it is stated that, in consequence of a royal order, the import of corn into Bristol was being hindered, although the corn growing *ten leagues* round Bristol would not suffice for the sustenance of the people there; the king ordered that the import of corn should be resumed, since it was not his intention that the merchants and others should not be permitted to buy it. These records supply interesting evidence of the rapidity with which the mercantile element was growing.

¹ Page 259.

² See *supra*, p. 10.

³ *Calendar of Patent Rolls*, 1361-1364, p. 409.

⁴ *Calendar of Close Rolls*, 1374-1377, p. 324. Neither at this time, nor at the time referred to in the previous extract, do Adam's *Kalendar* or Ricart's *Kalendar* record, as they sometimes do, a bad harvest.

APPENDIX

1. NOTE AND CALENDAR OF FEET OF FINES.
2. THIRTEENTH AND FOURTEENTH CENTURY DEEDS.
3. LANGABLE LIST.

A CALENDAR OF THE FEET OF FINES RELATING TO BRISTOL AT THE PUBLIC RECORD OFFICE.

PRELIMINARY NOTE.

THE general nature and effect of the fine are too well known to require any explanation here.¹ There were several types of fine, but in drawing up the document appropriate to the case in hand the official concerned from an early date followed well-defined precedents, a fact which the uniformity of the Bristol Feet of Fines illustrates.² The type of fine most commonly levied in Bristol after 32 Henry III was *de droit come ceo*, although fines *de droit tantum*, *sur done grant and render* and *sur concessit* were also used.

The curious fact that the Bristol series of Feet of Fines at the Public Record Office ceases abruptly in 1373 has already been commented on.³

That the Bristol fines appear to have dealt with house and shop property rather than with land is important as indicating that the burgesses were not much concerned with agricultural pursuits;⁴ distinct references to land are to be found in nineteen cases only.⁵ On the other hand, the fact that thirteen out of thirty-six fines in the reign of Henry III, twenty-one out of forty-six in the reign of Edward I, sixteen out of thirty in the reign of Edward II, and seventy-one out of a hundred and twelve in the reign of Edward III, dealt with or included property in the suburb, demonstrates an extremely rapid suburban development.

¹ See Holdsworth, *H.E.L.*, vol. iii, pp. 236 *sqq.*; Cruise on *Fines* (and in particular Chapter II); Pollock and Maitland, *H.E.L.*, vol ii, pp. 94 *sqq.*

² See also the final concords transcribed by Hunter, *Fines sive pedes finium* and by Madox in *Formulare Anglicanum*.

³ See *supra*, pp. 37, 38.

⁴ See *supra*, p. 10.

⁵ See Fines Nos. 1, 16, 22, 28, 30, 46, 58, 59, 94, 143, 147, 164, 174, 193, 208, 212, 213, 215, 217 in the Calendar.

Lastly, the following analysis of the properties dealt with by various fines and the prices paid for them may prove of interest:—

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
19 ¹	32 Henry III.	2½ marcs of rent.	Fee simple.	A pound of cummin.	A sore hawk.
20	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	Half pound of cummin.	10 marcs of silver.
21a	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	A pound of cummin.	A sore hawk.
21	33 Henry III.	This was a grant of rent <i>nomine dotis.</i>			
22	39 Henry III.	A rood of land in the suburb.	<i>Ditto.</i>	A pair of white gloves or ½d.	100s. sterling.
23	<i>Ditto.</i>	This was an exchange.			
24	<i>Ditto.</i>	Half of two messuages.	<i>Ditto.</i>	6s. 8d.	6 marcs of silver.
25	<i>Ditto.</i>	This was an exchange.			
26	42 Henry III.	A messuage in Bristol.	<i>Ditto.</i>	A pair of white gloves or a penny.	15 marcs of silver.
27	45 Henry III.	A messuage in suburb.	<i>Ditto.</i>	10s.	—
28	<i>Ditto.</i>	A messuage and two acres of land in suburb.	<i>Ditto.</i>	—	12 marcs of silver.
29	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	A half penny.	53s. sterling.
30	<i>Ditto.</i>	Grant of dower.			
31	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	A penny.	10 marcs.
32	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	26s. sterling.
33	53 Henry III.	A messuage in Bristol.	Life interest.	2s.	—
34	<i>Ditto.</i>	<i>Ditto.</i>	Fee simple.	A pound of cummin, or two pence.	16 marcs of silver.
35	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	4 marcs of silver.
36	<i>Ditto.</i>	Settlement.			

¹ For the purposes of comparing the prices paid it is, of course, useless to take transactions dealing with different estates (e.g. the grant of a life interest, and the grant of a fee simple). The transactions effected after Fine No. 19 do in the main deal with limitations of the latter estate, though even then, unless the *fine de droit come ceo* was employed, it is not always possible to distinguish between a conveyance of an estate in possession and a future estate, and the analysis which follows is put forward with this reserve. The prices paid show a remarkable uniformity: in the case of messuages in Bristol, out of fifty transactions examined between 24 Edward I and 47 Edward III the consideration in nineteen was 10 marks; in eleven, 100s.; in seven, 20 marcs; in three, £10; and in two, £20. The two latter very considerable sums were paid in transactions between 25 Edward I and 5 Edward II (the only other prices approaching these amounts were 80 marcs in 4 Edward I and 100 marks in 47 Edward III). In the case of messuages in the suburbs, out of fifty-four transactions examined between 31 Edward I and 47 Edward III the 10 marc consideration appeared twenty-five times, the 100s. consideration seventeen times, the 20 marc consideration five times. There are three transactions where the consideration was £10, and one where it was £20 between 31 Edward I and 17 Edward II (the only prices approaching these were £10 in 53 Henry III, 60 marcs in 22 Edward I, and £10 in 24 Edward III). The reader will notice also that a "sore hawk" was a popular form of consideration between 13 Edward I and 20 Edward I.

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
37	53 Henry III.	A messuage in Bristol.	Fee simple.	A pound of cummin, or a penny.	8 marcs of silver.
38	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	A penny.	10 pounds sterling.
39	<i>Ditto.</i>	Exchange.			
40	4 Edward I.	A messuage in Bristol.	<i>Ditto.</i>	A pound of pepper.	25 marcs of silver.
41	10 Edward I.	<i>Ditto.</i>	<i>Ditto.</i>	A rose.	20 marcs of silver.
42	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	80 marcs of silver.
43	13 Edward I.	A messuage in suburb.	<i>Ditto.</i>	<i>Ditto.</i>	A sore hawk.
44	14 Edward I.	16s. rent in Bristol.	<i>Ditto.</i>	<i>Ditto.</i>	A sore hawk.
45	<i>Ditto.</i>	9s. rent in suburb.	<i>Ditto.</i>	<i>Ditto.</i>	A sore hawk.
46	15 Edward I.	Four acres of land in suburb.	<i>Ditto.</i>	Half pound of pepper.	10 marcs of silver.
47	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	A clove.	5½ marcs of silver.
48	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	A rose.	A sore hawk.
49	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	4 marcs of silver.
50	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	5 marcs of silver.
51	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	13 marcs of silver.
52	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	<i>Ditto.</i>	8 marcs of silver.
53	18 Edward I.	Half a messuage in Bristol.	<i>Ditto.</i>	A penny.	A sore hawk.
54	<i>Ditto.</i>	Two messuages in Bristol.	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>
55	19 Edward I.	9s. rent in Bristol.	<i>Ditto.</i>	—	<i>Ditto.</i>
56	<i>Ditto.</i>	A messuage, and two shops in Bristol.	<i>Ditto.</i>	—	<i>Ditto.</i>
57	20 Edward I.	A messuage in the suburb.	<i>Ditto.</i>	—	<i>Ditto.</i>
58	<i>Ditto.</i>	A messuage, and a quarter of an acre of land in the suburb.	<i>Ditto.</i>	—	<i>Ditto.</i>
59	<i>Ditto.</i>	Three shops, a cellar, and half a messuage in Bristol.	<i>Ditto.</i>	—	10 pounds sterling.
60	22 Edward I.	Four messuages, eight shops, two acres of land and 27s. 4d. rent in Bristol and suburb.	<i>Ditto.</i>	—	20 marcs of silver.
61	<i>Ditto.</i>	A messuage in the suburb.	<i>Ditto.</i>	—	60 marcs of silver.
62	23 Edward I.	A solar in Bristol.	<i>Ditto.</i>	—	40s. of silver.
63	24 Edward I.	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
64	<i>Ditto.</i>	A messuage and a toft in the suburb.	<i>Ditto.</i>	—	6 marcs of silver.
65	25 Edward I.	A messuage in the suburb of Bristol.	<i>Ditto.</i>	—	10 pounds sterling.
66	28 Edward I.	A messuage in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
67	29 Edward I.	A shop in Bristol.	Fee simple.	—	100s. of silver.
68	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
69	30 Edward I.	<i>Ditto.</i>	<i>Ditto.</i>	—	20 pounds sterling.
70	<i>Ditto.</i>	9s. rent in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
71	31 Edward I.	A messuage in suburb.	<i>Ditto.</i>	—	10 pounds sterling.
72	32 Edward I.	40s. rent in suburb.	<i>Ditto.</i>	—	20 pounds sterling.
73	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	20 pounds sterling.
74	<i>Ditto.</i>	A messuage and five shops in Bristol and suburb.	<i>Ditto.</i>	—	40 pounds sterling.
75	33 Edward I.	Three messuages, two shops, and $\text{£}4$ 3s. 4d. rent in Bristol and suburb.	<i>Ditto.</i>	—	100 marcs sterling.
76	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
77	<i>Ditto.</i>	Two shops in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
78	<i>Ditto.</i>	10s. rent.	<i>Ditto.</i>	—	100s. of silver.
79	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	20 pounds sterling.
80	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
81	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
82	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
83	34 Edward I.	A messuage and four shops in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
84	35 Edward I.	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
85	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
86	1 Edward II.	A messuage and two shops in suburb.	<i>Ditto.</i>	—	30 pounds sterling.
87	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
88	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	20 marcs of silver.
89	<i>Ditto.</i>	Settlement.			
90	2 Edward II.	A messuage in Bristol.	<i>Ditto.</i>	—	10 pounds sterling.
91	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
92	3 Edward II.	Seven shops and half a messuage in Bristol and suburb.	Grant of a reversionary interest.		
93	<i>Ditto.</i>	A messuage in Bristol.	Fee simple.	—	100s. of silver.
94	4 Edward II.	A messuage and eight acres of land in Clifton near Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
95	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 pounds sterling.
96	<i>Ditto.</i>	Two shops in Bristol.	<i>Ditto.</i>	—	100s. of silver.

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
97	5 Edward II.	A messuage in Bristol.	Fee simple.	—	10 pounds sterling.
98	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
99	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
100	8 Edward II.	Four messuages and a shop in suburb outside the New Gate.	Settlement.		
101	<i>Ditto.</i>	A messuage in the suburb.	Fee simple.	—	20s. of silver.
102	9 Edward II.	A messuage in Bristol.	<i>Ditto.</i>	—	20s. of silver.
103	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
104	<i>Ditto.</i>	Two messuages in Bristol	<i>Ditto.</i>	—	100s. of silver.
105	11 Edward II.	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
106	<i>Ditto.</i>	Three shops in Bristol.	<i>Ditto.</i>	—	100 marcs of silver
107	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	40s. of silver.
108	<i>Ditto.</i>	Two shops in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
109	12 Edward II.	A messuage and shop in suburb.	<i>Ditto.</i>	—	20 pounds sterling.
110	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
111	15 Edward II.	A messuage and two shops in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
112	17 Edward II.	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
113	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 pounds sterling.
114	18 Edward II.	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
115	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
116	1 Edward III.	A messuage in Bristol ?	<i>Ditto.</i>	—	Record illegible.
117	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
118	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
119	3 Edward III.	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
120	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
121	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
122	4 Edward III.	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
123	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
124	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
125	5 Edward III.	Grant and re-grant.			
126	<i>Ditto.</i>	A messuage and shop in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
127	<i>Ditto.</i>	20s. rent in suburb.	<i>Ditto.</i>	—	30 marcs of silver.
128	<i>Ditto.</i>	Two messuages in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
129	6 Edward III.	8 pounds of rent in Bristol and suburb, and one-eighth of a messuage in possession and seven-eighths in reversion.	Fee simple.	—	100 marcs of silver.
130	7 Edward III.	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
131	9 Edward III.	A toft in the suburb.	<i>Ditto.</i>	—	100s. of silver.
132	<i>Ditto.</i>	Two shops in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
133	10 Edward III.	Half a messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
134	11 Edward III.	No consideration stated.			
135	12 Edward III.	Three parts of a messuage and toft in suburb.	<i>Ditto.</i>	—	100s. of silver.
136	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
137	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	20s. of silver.
138	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	20s. of silver.
139	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
140	13 Edward III.	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
141	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
142	<i>Ditto.</i>	One-third of a messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
143	<i>Ditto.</i>	Settlement.			
144	14 Edward III.	A messuage and two shops in the suburb.	<i>Ditto.</i>	—	10 marcs of silver.
145	<i>Ditto.</i>	A toft in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
146	15 Edward III.	A messuage and toft in suburb (in reversion).	<i>Ditto.</i>	—	20 marcs of silver.
147	<i>Ditto.</i>	A garden in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
148	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
149	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
150	16 Edward III.	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
151	<i>Ditto.</i>	A toft in suburb.	<i>Ditto.</i>	—	100s. of silver.
152	17 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
153	<i>Ditto.</i>	A messuage and 28s. rent in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
154	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
155	18 Edward III.	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
156	20 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
157	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
158	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.

No. in Calendar.	Year.	Property dealt with	Estate granted.	Rent reserved.	Other consideration.
159	20 Edward III.	Three shops in suburb.	Fee simple.	—	20 marcs of silver.
160	<i>Ditto.</i>	20s. rent in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
161	<i>Ditto.</i>	Three messuages and twenty pence rent in Bristol.	<i>Ditto.</i>	—	10 pounds sterling.
162	21 Edward III.	Two messuages in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
163	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
164	<i>Ditto.</i>	Four shops and two gardens in suburb.	<i>Ditto.</i>	—	100s. of silver.
165	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	100s. of silver.
166	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	100s. of silver.
167	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
168	<i>Ditto.</i>	40s. rent in Bristol (in reversion).	<i>Ditto.</i>	—	20 marcs of silver.
169	22 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	100s. of silver.
170	23 Edward III.	Settlement.			
171	24 Edward III.	Two messuages in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
172	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 pounds sterling.
173	<i>Ditto.</i>	A messuage, five shops and 20s. rent in Bristol and suburb.	<i>Ditto.</i>	—	10 marcs of silver.
174	25 Edward III.	Two shops and a garden in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
175	<i>Ditto.</i>	A messuage and three shops in Bristol.	1. Grant to A and B, and heirs of their bodies. 2. Remain- der to C, in fee simple.	—	20 marcs of silver (paid by A and B).
176	<i>Ditto.</i>	Half a messuage and shop in suburb.	Fee simple.	—	20 marcs of silver.
177	26 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
178	25 and 26 Edward III.	<i>Ditto</i>	<i>Ditto.</i>	—	10 marcs of silver.
179	26 Edward III.	Grant and re-grant.			
180	27 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
181	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
182	<i>Ditto.</i>	13s. 4d. rent in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
183	<i>Ditto.</i>	Two messuages in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
184	<i>Ditto.</i>	Forty messuages in Bristol and suburb.	<i>Ditto.</i>	—	40 marcs of silver.
185	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
186	28 Edward III.	Two messuages in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
187	28 Edward III.	A messuage in Bristol.	Fee simple.	—	10 marcs of silver.
188	<i>Ditto.</i>	Settlement.			
189	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
190	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
191	29 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
192	<i>Ditto.</i>	Half a messuage in Bristol.	<i>Ditto.</i>	—	10 (marcs of silver).
193	30 Edward III.	10 messuages, 10 (—) and (—) of one acre of land in suburb.	<i>Ditto.</i>	—	(—) marcs of silver.
194	<i>Ditto.</i>	A messuage in (—).	<i>Ditto.</i>	—	20 marcs of silver.
195	31 Edward III.	42s. rent in Bristol and suburb.	<i>Ditto.</i>	—	(—) marcs of silver.
196	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
197	32 Edward III.	A messuage and (?) 13s. 4d. rent in suburb.	<i>Ditto.</i>	—	100 marcs of silver.
198	33 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
199	<i>Ditto.</i>	A messuage and shop in Bristol and suburb.	<i>Ditto.</i>	—	20 marcs of silver.
200	34 Edward III.	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
201	35 Edward III.	Three (—) and two shops in suburb.	<i>Ditto.</i>	—	100 marcs of silver.
202	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
203	<i>Ditto.</i>	<i>Ditto.</i>	<i>Ditto.</i>	—	10 marcs of silver.
204	36 Edward III.	A messuage in Bristol.	1. To A and B and the heirs of their bodies. 2. Remainder to A in fee simple.	—	10 marcs of silver.
205	<i>Ditto.</i>	A messuage in suburb.	Fee simple.	—	10 marcs of silver.
206	<i>Ditto.</i>	A messuage, twelve shops and 20s. rent in suburb.	<i>Ditto.</i>	—	100 marcs of silver.
207	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
208	<i>Ditto.</i>	Settlement.			
209	37 Edward III.	Two messuages in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
210	<i>Ditto.</i>	A messuage and 9s. 6d. rent in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
211	38 Edward III.	Two shops in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
212	42 Edward III.	Eight messuages, thirty shops, a cellar, ten acres of land and 23s. rent in Bristol and suburb.	<i>Ditto.</i>	—	200 marcs of silver.
213	<i>Ditto.</i>	Two messuages and four acres of land in suburb.	<i>Ditto.</i>	—	100 marcs of silver.

No. in Calendar.	Year.	Property dealt with.	Estate granted.	Rent reserved.	Other consideration.
214	42 Edward III.	A messuage in Bristol.	Fee simple.	—	10 marcs of silver.
215	43 Edward III.	Four shops and half an acre of land in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
216	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
217	44 Edward III.	A messuage and garden in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
218	<i>Ditto.</i>	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
219	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	20 marcs of silver.
220	<i>Ditto.</i>	Two messuages and two shops in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
221	<i>Ditto.</i>	A messuage and two shops in Bristol and suburb.	<i>Ditto.</i>	—	10 marcs of silver.
222	<i>Ditto.</i>	A messuage in suburb. (Reversionary interest).	<i>Ditto.</i>	—	20 mares of silver.
223	45 Edward III.	A messuage in Bristol.	<i>Ditto.</i>	—	10 marcs of silver.
224	<i>Ditto.</i>	A messuage in suburb.	<i>Ditto.</i>	—	10 marcs of silver.
225	46 Edward III.	A messuage in Bristol.	<i>Ditto.</i>	—	20 marcs of silver.
226	47 Edward III.	<i>Ditto.</i>	<i>Ditto.</i>	—	100 marcs of silver.

CALENDAR OF THE FEET OF FINES.

1. 8 Richard I.¹ *Feet of Fines* 282/3, No. 53. At Westminster.

Between Walter Cumin (petens) and Henry Cumin (tenens) by his attorney (*record illegible*) concerning five messuages with their appurtenances in Bristol and four messuages with their appurtenances outside the wall of (*record illegible*), and an orchard outside the same wall, and three virgates of land with their appurtenances in Stockwode. Walter Cumin remised and quit-claimed the said messuages orchard and three virgates to Henry Cumin and Ysabel, his daughter, and the heirs who were born of Ysabel. To be held of (Walter Cumin, *record illegible*) by paying annually for the messuages and orchard, four shillings in discharge of all services; such payments to be made at the four terms following; at the Feast of St. Michael 12d. (*record illegible*), at Easter 12d., at the Feast of St. John the Baptist 12d., and for the three virgates of land a rent of 2s. (to be paid to Walter) and his heirs for all service. Saving the service of the king. If Ysabel died without heirs of her body, the premises should revert to Walter and his heirs. Henry gave Walter a sore hawk.

2. 5 John. *Feet of Fines* 73/2, No. 50. At Bristol.

Between Agatha, who was the wife of Philip (petens), and John la Warr (tenens), concerning half of a burgage with its appurtenances in Bristol, which Agatha claimed against John, as her dower by the gift of Philip, formerly her husband. John acknowledged that the said half burgage was the dower of Agatha, and for this acknowledgment Agatha granted the half burgage to John. To hold to him and his heirs of Agatha during her life, rendering to her the annual sum of 2s. at the Feast of St. Michael for all service. John paid Agatha 2 marcs and (*record illegible*) of silver.

3. 13 John. *Feet of Fines* 73/3, No. 66. At Newcastle-on-Tyne.²

Between Alvina, who was the wife of Thomas Fabrus (petens), by Jordan, son of Thomas, her attorney, and Peter Capillanus (tenens), concerning a messuage with its appurtenances in Bristol, which Alvina claimed against Peter as her reasonable dower, by the gift of Thomas, formerly her husband. Alvina remitted

¹ This fine is printed in Pipe Roll Society's Publications, vol. xx., p. 144.

² The king himself was sitting in court on this occasion.

and quit-claimed to Peter and his heirs, all right and claim which she had in the messuage in the name of dower. Peter gave Alvina half a marc of silver.

4. *11 Henry III. Feet of Fines 73/8, No. 102. At Bristol.*

Between William Camerarius, the younger, and Agnes, his wife (petentes—Agnes appearing by William, as her attorney), and Peter, Abbot of Tewkesbury, and William, son of Nicholas (tenentes), concerning a messuage with its appurtenances in Bristol. William Camerarius and Agnes acknowledged the messuage to be the right of the Abbot and his Church of Tewkesbury, and remitted it and quit-claimed for themselves, and the heirs of Agnes, to the Abbot and his successors, and the said Church, and to William, son of Nicholas, and his heirs for ever. The Abbot gave William Camerarius and Agnes 5 marcs of silver.

5. *11 Henry III. Feet of Fines 73/8, No. 116. At Bristol.*

Between Thomas, Abbot of Gloucester (petens, by Nigel de Mortim', his monk, as his attorney), and Hamo Clericus of Bristol (tenens), concerning a rent of 15s. 4d., with its appurtenances, in Bristol, whence an assize had been summoned between them for recognizing whether the rent was free alms belonging to the Abbot's church, or the lay fee of Hamo. Hamo acknowledged that the rent, with its appurtenances, was the right of the Abbot and his Church of Gloucester, and the Abbot granted the whole rent to Hamo, to hold to him and his heirs, of the Abbot and his successors, and his Church of Gloucester for ever, rendering annually 7s. 6d., half at the Nativity of St. John the Baptist, and the other half at Christmas, for all service.

6. *20 Henry III. Feet of Fines 73/10, No. 154. At Bristol.*

Between Elena, daughter of Walter Swergare (petens), and Henry Ailward (tenens), concerning a messuage with its appurtenances in the suburb of Bristol. Elena remised and quit-claimed, from herself and her heirs, to Henry and his heirs, all right and claim which she had, or might have, in such messuage for ever. Henry gave Elena 6 marcs of silver.

7. *20 Henry III. Feet of Fines 73/11, No. 187. At Bristol.*

Between Adam Croc and Dionisia, his wife (petentes), and Hamo Clericus and Dionisia, his wife (tenentes), concerning half a messuage with its appurtenances, in Bristol. Adam and Dionisia remised and quit-claimed, from themselves and the heirs of

Dionisia, to Hamo and Dionisia, and the heirs of Dionisia, all right and claim which they had, or could have, in the half messuage. Hamo and Dionisia gave Adam and Dionisia 12 marcs of silver.

8. *25 Henry III. Feet of Fines 73/13, No. 245. At Bristol.*

Between William Bardolf and Margery, his wife, Eva and Cristiana, sisters of Margery (petentes), and Walter of Monmouth and Margery, his wife, whom Hamo Clericus vouched to warranty, and who warranted him, concerning a messuage with its appurtenances in Bristol. William, Margery, Eva and Cristiana remised from themselves, and the heirs of Margery, Eva, and Cristiana, to Walter and Margery, and the heirs of Margery, all right and claim which they had in the messuage for ever. Walter and Margery gave to William, Margery, Eva and Cristiana 5 marcs of silver.

9. *25 Henry III. Feet of Fines 73/14, No. 267. At Bristol.*

Between Roger de Exon' and Belesora, his wife (petentes), and Richard le Scriv' (tenens), concerning a messuage with its appurtenances, in the suburb of Bristol. Richard acknowledged the messuage to be the right of Belesora. Roger and Belesora granted the whole messuage to Richard. To Have and To Hold to Richard and his heirs, of Roger and Belesora, and the heirs of Belesora, for ever. Rendering (to Roger and Belesora, and the heirs of Belesora) 2s. a year payable quarterly at the Feast of St. Michael, at Christmas, at Easter, and at the Feast of St. John the Baptist, and to the capital lords of the fee all services appertaining to the messuage. Warranty by Roger and Belesora, and the heirs of Belesora, to Richard and his heirs. Richard gave Roger and Belesora 15 shillings sterling.

10. *25 Henry III. Feet of Fines 73/16, No. 312. At Bristol.*

Between Henry de Whaddon' and Letitia, his wife (querentes), and Roger Aylard (deforcians), concerning customs and services which were due to Henry and Letitia from Roger, in respect of the free tenement which he held of them in Bristol, and which amounted to one marc per annum, payable half yearly at the Feast of St. Michael, and at Easter, and which customs and services Roger had hitherto refused to acknowledge. Roger granted for himself and his heirs that they should render, in Bristol, to Henry and Letitia, and the heirs of Letitia, the said yearly sum, payable as aforesaid. Henry and Letitia, for themselves and the heirs of Letitia, remitted all arrears.

11. 25 Henry III. *Feet of Fines* 73/16, No. 313. *At Bristol.*

Between Roger, son of Thomas le Cordwaner of Bristol (petens), and Marjory, who was the wife of the said Thomas (tenens), concerning a messuage, three shops and one cellar with their appurtenances in Bristol. Marjory¹ acknowledged the premises to be the right of Roger, in consideration of which Roger granted the premises to Marjory. To Have and To Hold to Marjory for her life, of Roger and his heirs, in the name of dower. Rendering annually one marc payable quarterly at the Feast of St. Michael, Christmas, Easter and the Feast of St. John the Baptist, and to the capital lords of the fee all services appertaining to the premises. After Margery's death the premises should revert to Roger and his heirs for ever.

12. 32 Henry III. *Feet of Fines* 74/17, No. 339. *At Reading.*

Between John de Berewik and Matilda, his wife, and Anne, Matilda's sister (petentes), and Richard Gundewine (tenens), concerning two messuages with their appurtenances in Bristol, and between John, Matilda and Anne (petentes), and the same Richard, whom William de Berkam vouched to warranty and who warranted him, concerning a messuage with its appurtenances in the same town. John, Matilda, and Anne remised and quit-claimed from themselves and the heirs of Matilda and Anne, to Richard and his heirs, all right and claim which they had in the premises, in consideration of which Richard remised and quit-claimed, from himself and his heirs, to John, Matilda, and Anne, and the heirs of Matilda and Anne, all rights and claim which he had in half of a messuage with its appurtenances in the same town, and which was situate between a messuage belonging to Maurice Tyke and a messuage belonging to Timidr (?), and Richard further granted, for himself and his heirs, that the other half of the same messuage, which Ralph de Ayston' and Elena, his wife, held as the dower of Elena, out of the inheritance of Richard, and which after Elena's death ought to revert to Richard and his heirs, after the death of Elena should revert to John, Matilda, and Anne, and the heirs of Matilda and Anne, To Hold of Richard and his heirs for ever. Rendering thence annually a pair of white gloves at Easter, for all service. Richard and his heirs warranted to John, Matilda, and Anne, and the heirs of Matilda and Anne, that half of the messuage which Ralph and

¹ Now described as "Margareta."

Elena held as the dower of Elena. John, Matilda, and Anne gave Richard 20 shillings sterling.

13. 32 Henry III. *Feet of Fines* 74/18, No. 354. *At Reading.*

Between Cristiana, who was the wife of Peter Clericus of Bristol (petens), and Peter, the son of Peter (tenens), concerning 100s. of rent with its appurtenances in Bristol, which Cristiana claimed as the reasonable dower due to her from the free tenement in Bristol of Peter, formerly her husband. Cristiana remised and quit-claimed from herself to Peter and his heirs, all right and claim in the name of dower which she had in the said rent and in all other lands and tenements, with their appurtenances, in Bristol, in the suburb of Bristol and elsewhere, belonging to her late husband. In consideration of this Peter, for himself and his heirs, granted that they should thereafter pay Cristiana at Bristol yearly for her life 50s. by equal half yearly payments at the Feast of St. Michael and at Easter, and if it should happen that Peter and his heirs should make default in any of such payments, it should be lawful for Cristiana to distrain Peter and his heirs by all their tenements, and all chattels found therein, until the arrears had been paid in full.

14. 32 Henry III. *Feet of Fines* 74/18, No. 355. *At Bristol.*

Between William Fuk' (petens), and Walter Danyel and Christiana, his wife (tenentes), concerning a messuage with its appurtenances in Bristol. William remised and quit-claimed from himself and his heirs, to Walter and Christiana and the heirs of Christiana, all right and claim which he had in the messuage. Walter and Christiana gave him 20 shillings sterling.

15. 32 Henry III. *Feet of Fines* 74/18, No. 356. *At Bristol.*

Between Nicholas Hersent (petens), and Walter le Bel (tenens), concerning half a messuage with its appurtenances in Bristol. Nicholas remised and quit-claimed, from himself and his heirs, to Walter and his heirs, all rights and claims which he had in the premises. Walter gave Nicholas 10 marcs of silver.

16. 32 Henry III. *Feet of Fines* 74/18, No. 357. *At Bristol.*

Between Adam de Hatherop' (petens), and Henry Langbede (tenens), concerning two acres and a half of land in the suburb of Bristol. Adam remised and quit-claimed from himself and his heirs, to Henry and his heirs, all right and claim which he had in the land. Henry gave Adam 10 shillings sterling.

17. 32 Henry III. *Feet of Fines* 74/18, No. 358, *At Bristol*.

Between John le Noble (petens), and William le Chamberleng', whom John, Abbot de Morgan, vouched to warranty, and who warranted him, concerning a shed with its appurtenances, in Bristol. John remised and quit-claimed, from himself and his heirs, to William and his heirs, all right and claim which he had in the premises. William granted for himself and his heirs that they should thenceforth render to John and his heirs at Wulleford' 10s. per annum sterling, by equal half-yearly payments at the Feast of St. Michael, and at Easter.

18. 32 Henry III. *Feet of Fines* 74/18, No. 359. *At Bristol*.

Between David Crothond (petens), and Richard le Juvene (tenens), concerning a messuage with its appurtenances, in Bristol. David remised and quit-claimed from himself and his heirs, to Richard and his heirs, all right and claim which he had in the premises. Richard gave David 5 marcs of silver.

19. 32 Henry III. *Feet of Fines* 74/19, No. 393. *At Bristol*.

Between Thomas le Lung (querens), and Ralph de Wudewik' and Mabel, his wife (impedientes), concerning $2\frac{1}{2}$ marcs of rent, with its appurtenances in Bristol.¹ Ralph and Matilda acknowledged the rent to be the right of Thomas as that which Thomas had by their gift. To Have and To Hold to Thomas and his heirs, of Ralph and Mabel, and the heirs of Mabel, for ever; rendering annually a pound of cummin at the Feast of St. Michael for all service. Warranty by Ralph and Mabel, and the heirs of Mabel, to Thomas and his heirs. Thomas gave Ralph and Mabel a sore hawk.

20. 32 Henry III. *Feet of Fines* 74/19, No. 397. *At Bristol*.

Between John de Berewik' and Matilda, his wife, and Anne, Matilda's sister (petentes), and Adam, son of Wariner (tenens), concerning a messuage with its appurtenances in Bristol. Adam acknowledged that the premises were the right of Matilda and Anne. To Have and To Hold to John, Matilda, and Anne, and the heirs of Matilda and Anne, of Adam and his heirs. Rendering annually half a pound of cummin at the Feast of St. Michael for all service. Warranty by Adam and his heirs, to John, Matilda, and Anne, and the heirs of Matilda and Anne. John, Matilda, and Anne gave Adam 10 marcs of silver.

¹ This is not only the first of the Bristol fines commenced by the Writ "*Warantia carte*," but also the first example of a fine "*de droit come ceo*."

21a. 32 Henry III. *Feet of Fines* 74/20, No. 402. *At Bristol.*

Between Walter de Panes (querens), and William, son of Walter, and Margery, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ William and Margery acknowledged the messuage to be the right of Walter, as that, etc. To Have and To Hold to Walter and his heirs, of William and Margery, and the heirs of Margery. Rendering therefor a pound of cummin a year at the Feast of St. Michael, and doing all other due services. William and Margery, and the heirs of Margery, warranted to Walter and his heirs. Walter gave William and Margery one sore hawk.

21. 33 Henry III. *Feet of Fines* 74/20, No. 411. *At Ilchester.*²

Between Cristina, wife of Peter Clericus of Bristol (petens), and Peter, son of Peter (tenens), concerning 100s. of rent in Bristol (the record proceeds exactly as in No. 13, except that Peter granted, for himself and his heirs, that they should thenceforth pay Cristina yearly, for her life, at Bristol 6 marcs of silver, by equal quarterly payments at the Feast of St. Michael, Christmas, Easter, and the Feast of the Nativity of St. John the Baptist).

22. 39 Henry III. *Feet of Fines* 74/22, No. 480. *At Bristol.*

Between John de Berewyk and Matilda, his wife (querentes), and William de Beritham (? Berkham) and Elena, his wife (impedientes), concerning a rood of land with its appurtenances in the suburb of Bristol.³ William and Elena acknowledged the land to be the right of John and Matilda, as that which John and Matilda had of their gift. To Have and To Hold to John and Matilda, and their heirs, of William and Elena, and the heirs of Elena. Rendering annually a pair of white gloves or a halfpenny at Easter for all service. William and Elena, and the heirs of Elena, warranted John and Matilda, and their heirs. John and Matilda gave William and Elena 100 shillings sterling.

23. 39 Henry III. *Feet of Fines* 74/22, No. 499. *At Bristol.*

Between Paul de Corderia (petens), and Thomas, son of John of Oxford (tenens), concerning a third of a messuage with its appurtenances in Bristol. Thomas acknowledged the third of the messuage (*i.e.* the third part nearest the Corderye) to be the right of Paul, and rendered it to him in court. To Have and To

¹ Commenced by Writ of Covenant.

² The word in the text is "Ivelcestr'."

³ Commenced by Writ of *Warantia Carle*.

Hold to Paul and his heirs, of the capital lords of the fee by the services appertaining to such third part. Paul acknowledged the third part of the same messuage, nearest to the land of Martin de Corderia, to be the right of Thomas. To Have and To Hold to Thomas and his heirs of the capital lords of the fee by the services, etc. Paul gave Thomas 40 shillings sterling.

24. 39 Henry III. *Feet of Fines* 74/22, No. 500. *At Bristol.*

Between Thomas le Cordewaner (petens), and John le Savage (tenens) concerning half of two messuages with their appurtenances, in the suburb of Bristol. John acknowledged the premises to be the right of Thomas, and rendered them to him in court. To Have and To Hold to Thomas and his heirs, of John and his heirs, Rendering annually 6s. 8d., payable half yearly, at the Feast of St. Michael and at Easter, for all service. Thomas gave John 6 marcs of silver. If it happened that Thomas or his heirs should be impleaded concerning the premises, John and his heirs should not be held to warranty.

25. 39 Henry III. *Feet of Fines* 74/23, No. 509. *At Bristol.*

Between Thomas of Oxford (petens), and John le Parmenter (tenens), concerning a third of a messuage, with its appurtenances in Bristol. Thomas acknowledged the third part (*i.e.* the part nearest the part of Paul de Corderia) to be the right of John. To Have and To Hold to John and his heirs, of the capital lords, etc. John acknowledged that third part of the messuage nearest the land of Martin de Corderia to be the right of Thomas. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. John gave Thomas 1 marc of silver.

26. 42 Henry III. *Feet of Fines* 74/24, No. 530. *At Westminster.*

Between John de Lidyard (querens), and Alexander Brice and Margery, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ Alexander and Margery acknowledged the premises to be the right of John, as that which he had of their gift. To Have and To Hold to John and his heirs, of Alexander and Margery, and the heirs of Margery. Rendering annually a pair of white gloves, or a penny at Easter, for all service, etc., to Alexander and Margery, and the heirs of Margery, belonging; and to the capital lords, etc. Warranty by Alexander and Margery, and the heirs of Margery, to John and his heirs. John gave Alexander and Margery 15 marcs of silver.

¹ Commenced by Writ of *Warantia Carte*.

27. 45 Henry III. *Feet of Fines* 74/25, No. 551. *At Worcester.*

Between William Grim and Cristiana, his wife, Richard Chimioc and Agnes, his wife (petentes), and John of Malmesbury and Richard de Derham, Wardens of the Service of St. Mary in the Church of St. Thomas of Redcliffe (tenentes), concerning a messuage with its appurtenances in the suburb of Bristol. John and Richard acknowledged the messuage to be the right of Cristiana and Agnes, and rendered it to them in court. To Have and To Hold to William, Cristiana, Richard, and Agnes, and the heirs of Cristiana and Agnes, of the capital lords, etc. William, Cristiana, Richard, and Agnes granted for themselves, and the heirs of Cristiana and Agnes, that in future they should pay yearly to John and Richard, and their successors in the office of Wardens of the said Service, 10s. sterling, by equal half-yearly payments at the Feast of St. Michael, and at Easter. If William, Cristiana, Richard, and Agnes, and the heirs of Cristiana and Agnes, should make default in any payment when it fell due it should be lawful for John and Richard, and their successors in the said office, to distrain them by all chattels found in the messuage until the arrears had been fully paid.

28. 45 Henry III. *Feet of Fines* 74/26, No. 576. *At Bristol.*

Between Richard Purchar' and Margery, his wife (petentes), and Thomas, Abbot of Tewkesbury (tenens), concerning a messuage and two acres of land, with their appurtenances, in the suburb of Bristol. Richard and Margery acknowledged the premises to be the right of the Abbot and of his Church of St. Mary of Tewkesbury, and them remised and quit-claimed, from themselves and the heirs of Margery, to the Abbot and his successors, and his church aforesaid. The Abbot gave Richard and Margery 12 marcs of silver.

29. 45 Henry III. *Feet of Fines* 74/26, No. 588. *At Bristol.*

Between Cristiana, who was the wife of Peter le Clerk (querens), and Walter Bernard and Matilda, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ Walter and Matilda acknowledged the premises to be the right of Cristiana, as that which she had by their gift. To Have and To Hold to Cristiana and her heirs, of Walter and Matilda, and the heirs of Matilda. Rendering a halfpenny annually at the Feast of St. Michael for all service. Warranty by Walter and Matilda, and the heirs of

¹ Commenced by Writ of *Warrantia Carte*.

Matilda, to Cristiana and her heirs. Cristiana gave Walter and Matilda 53 shillings sterling.

30. 45 Henry III. *Feet of Fines* 74/26, No. 589. *At Bristol.*

Between Egidius Barnabe (petens) by Master Martin Selwy, his attorney, and John Reneward and Elizabeth, his wife (tenentes), concerning a messuage and 5s. rent, with their appurtenances, in Bristol, and a messuage, room, cellar, two sheds, a garden, a rent of half a marc, and nine acres of land in the suburb of Bristol, which John and Elizabeth claimed as the reasonable dower to which the latter was entitled out of the free tenement of John de Cordewaner, her first husband, and concerning which Egidius complained that John and Elizabeth held more by way of Elizabeth's dower out of the inheritance of Egidius than they ought to hold. John and Elizabeth acknowledged the premises to be the right of Egidius. Egidius granted them to John and Elizabeth. To Have and To Hold to John and Elizabeth of Egidius and his heirs, during the life of Elizabeth, in the name of dower. Rendering annually a marc of silver at the Feast of St. Michael for all service, and to the capital lords, etc. Warranty by Egidius and his heirs, to John and Elizabeth. John and Elizabeth granted that they would not waste nor sell the premises, but would during the life of Elizabeth maintain them in the same condition they were in at the date of the concord.

31. 45 Henry III. *Feet of Fines* 74/26, No. 590. *At Bristol.*

Between Agnes, who was the wife of David la Ware (querens), and Richard le Teynturer (impediens), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Richard acknowledged the premises to be the right of Agnes, as that which she had by his gift To Have and To Hold to Agnes and her heirs of Richard and his heirs. Rendering one penny a year at Easter, for all service, and to the capital lords, etc. Warranty by Richard and his heirs, to Agnes and her heirs. Agnes gave Richard 10 marcs.

32. 45 Henry III. *Feet of Fines* 74/26, No. 591. *At Bristol.*

Between Ellis de la Redelonde (petens), and Roger de Berkham, whom Robert le Tanur vouched to warranty, and who warranted him, concerning a messuage with its appurtenances in the suburb of Bristol. Ellis remised and quit-claimed from himself and his heirs, to Roger and his heirs, all right and claim which he had in the premises. Roger gave Ellis 26 shillings sterling.

¹ Commenced by Writ of *Warantia Carte*.

33. 53 Henry III. *Feet of Fines* 74/27, No. 619. *At Bristol.*

Between the Prior of Wytham (querens), and Hugh le Pamur and Richard of Kidderminster (impedientes), concerning a messuage in Bristol.¹ Hugh and Richard acknowledged the premises to be the right of the Prior and his Church of Wytham. The Prior granted the premises to Richard and Hugh. To Have and To Hold for their lives. Rendering annually to the Prior and his successors, 2s. at the Feast of St. Michael for all service, suit of court, etc., and to the capital lords, etc. Warranty by the Prior and his successors, to Hugh and Richard. After the decease of Hugh and Richard the premises should revert to the Prior and his successors to be held of the capital lords, etc. It should not be lawful for Hugh and Richard to give, sell, mortgage or in any other way to alienate the premises, or to commit waste, or allow the premises to fall into ruin, whereby after the death of Hugh and Richard the right of reversion of the Prior and his successors would be prejudiced.

34. 53 Henry III. *Feet of Fines* 74/28, No. 633. *At Gloucester.*

Between Adam de Romeneye (querens), and Ralph de Bedeford and Agnes, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ Ralph and Agnes acknowledged the premises to be the right of Adam, as that which he had of their gift. To Have and To Hold to Adam and his heirs, of Ralph and Agnes, and the heirs of Agnes. Rendering a pound of cummin annually, or two pence, at the Feast of St. Michael for all service, suit of court, etc., and to the capital lords, etc. Ralph and Agnes warranted for themselves and the heirs of Agnes, to Adam and his heirs. Adam gave Ralph and Agnes 16 marcs of silver.

35. 53 Henry III. *Feet of Fines* 74/28, No. 634. *At Bristol.*

Between William Blaunc, tanner, and Johanna, his wife (petentes), and William de Selewode and Agnes, his wife (tenentes), concerning a messuage with its appurtenances in the suburb of Bristol. William and Johanna acknowledged the premises to be the right of William and Agnes, and it remised and quit-claimed from themselves, and the heirs of Johanna, to William and Agnes, and the heirs of Agnes. William and Agnes gave William and Johanna 4 marcs of silver.

¹ Commenced by Writ of *Warrantia Carte*.

36. 53 Henry III. *Feet of Fines* 74/29, No. 658. *At Bristol.*

Between John de Berewyk and Matilda, his wife (petentes), and Geoffrey de Berewyk and Agnes, his wife (tenentes), concerning a messuage with its appurtenances in the suburb of Bristol. Geoffrey and Agnes acknowledged the premises to be the right of John and Matilda. John and Matilda granted the premises to Geoffrey and Agnes. To Have and To Hold to Geoffrey and Agnes, and the heirs of their bodies, of John and Matilda and the heirs of Matilda. Rendering annually a marc of silver by equal quarterly payments for all service, etc., and to the capital lords, etc. Warranty by John and Matilda, and the heirs of Matilda, to Geoffrey and Agnes and their heirs as aforesaid. If Geoffrey and Agnes died without heirs of their bodies, the premises should revert to John and Matilda, and the heirs of Matilda, and should not go to the other heirs of Geoffrey and Agnes.

37. 53 Henry III. *Feet of Fines* 74/29, No. 659. *At Bristol.*

Between Richard Osmund and Cecilia, his wife (querentes), and William, Master of the Hospital of St. Bartholomew in the suburb of Bristol (impediens), concerning a messuage with its appurtenances in Bristol.¹ The Master acknowledged the premises to be the right of Richard and Cecilia, as that which they had of the gift of himself, and the Brethren and Sisters of the said Hospital. To Have and To Hold to Richard and Cecilia, and the heirs of Richard, of the Master and his successors, and of the aforesaid Hospital. Rendering a pound of cummin, or one penny a year, at the Feast of St. Michael, for all service, etc., and to the capital lords, etc. Warranty by the Master and his successors, and the said Hospital, to Richard and Cecilia and the heirs of Richard. Richard and Cecilia gave the Master 8 marcs of silver.

38. 53 Henry III. *Feet of Fines* 74/29, No. 660. *At Bristol.*

Between John Aylard (querens), and Thomas de Ellebergh and Johanna, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Thomas and Johanna acknowledged the premises to be the right of John, as that which he had of their gift. To Have and To Hold to John and his heirs, of Thomas and Johanna, and the heirs of Johanna. Rendering annually one penny at the Feast of the Nativity of

¹ Commenced by Writ of *Warrantia Carte*.

St. John the Baptist, for all service, etc., and to the capital lords, etc. Warranty by Thomas and Johanna, and the heirs of Johanna, to John and his heirs. John gave Thomas and Johanna 10 pounds sterling.

39. 53 *Henry III. Feet of Fines* 74/29, No. 661. *At Gloucester.*

Between Henry Alki (petens), and William, son of Nicholas de la Marine (tenens), concerning 19s. rent in the suburb of Bristol, Henry acknowledged the premises to be the right of William, and it remised and quit-claimed, from himself and his heirs, to William, and his heirs. William granted to Henry and his heirs 5s. rent in the suburb of Bristol, issuing out of a messuage which, on its western side, adjoined land formerly belonging to Henry de Pyrie in la Brodemede, and payable by Juliana, daughter and heir of Robert of St. Augustines, and her heirs, or whomsoever should hold the messuage in the future, quarterly at the Feast of the Nativity of St. John the Baptist, at the Feast of St. Michael, at Christmas, and at Easter. Juliana was present as a consenting party.

40. 4 *Edward I. Feet of Fines* 75/30, No. 25. *At Westminster.*

Between John de Kerdif and Johanna, his wife (querentes) (Johanna appearing by her husband as her attorney), and Robert la Wernere and Rose, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ Robert and Rose acknowledged the premises to be the right of John and Johanna, as those which they had of their gift. To Have and To Hold to John and Johanna, and the heirs of John, of Robert and Rose, and the heirs of Rose. Rendering a pound of pepper annually at the Feast of St. Michael for all service, etc. Warranty by Robert and Rose, and the heirs of Rose, to John and Johanna, and the heirs of John. John and Johanna gave Robert and Rose 25 marcs of silver.

41. 10 *Edward I. Feet of Fines* 75/32, No. 58. *At Westminster.*

Between John Seynden of Bristol (querens), by William of Winchester, his attorney, and Thomas Cat and Cecilia, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ Thomas and Cecilia acknowledged the premises to be the right of John as that which he had by their gift. To Have and To Hold to John and his heirs, of Thomas and Cecilia, and the heirs of Cecilia. Rendering a rose annually at the Nativity

¹ Commenced by Writ of *Warrantia Carte*.

of St. John the Baptist for all service, etc., and to the capital lords, etc. Warranty by Thomas and Cecilia, and the heirs of Cecilia, to John and his heirs. John gave Thomas and Cecilia 20 marcs of silver.

42. 10 Edward I. *Feet of Fines* 75/32, No. 56. *At Westminster.*

Between Master John of Bristol (querens), and William de Egginton and Juliana, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ William and Juliana acknowledged the premises to be the right of John, as that which he had by their gift. To Have and To Hold to John and his heirs, of William and Juliana and the heirs of Juliana. Rendering annually a rose at the Nativity of St. John the Baptist, for all service, etc., and to the capital lords, etc. Warranty by William and Juliana, and the heirs of Juliana, to John and his heirs. John gave William and Juliana 80 marcs of silver.

43. 13 Edward I. *Feet of Fines* 75/32, No. 69. *At Westminster.*

Between Mariota le Clerk (querens), by Philip de Metheros, his attorney, and William de Valance of Bristol and Eglentine, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² William and Eglentine acknowledged the premises to be the right of Mariota, as that which he had by their gift. To Have and To Hold to Mariota and his heirs, of William and Eglentine, and the heirs of Eglentine. Rendering annually a rose, at the Feast of the Nativity of St. John the Baptist, for all service, etc. William and Eglentine and the heirs of Eglentine, warranted to Mariota and his heirs. Mariota gave William and Eglentine a sore hawk.

44. 14 Edward I. *Feet of Fines* 75/33, No. 78. *At Westminster.*

Between Roger le Taverner (querens), and Alexander de Anno and Agnes, his wife (impedientes), concerning 16s. rent with its appurtenances in Bristol.² Alexander and Agnes acknowledged the rent to be the right of Roger, as that which he had of their gift. To Have and To Hold to Roger and his heirs, of Alexander and Agnes, and the heirs of Agnes. Rendering annually a rose at the Feast of the Nativity of St. John the Baptist, for all service, etc., and to the capital lords, etc. Warranty by Alexander and Agnes, and the heirs of Agnes, to Roger and his heirs. Roger gave Alexander and Agnes a sore hawk.

¹ Commenced by Writ of *Warantia Carte*.

² Commenced by Writ of Covenant.

45. 14 Edward I. *Feet of Fines* 75/33, No. 79. *At Westminster.*

Between John de Kerdyf (querens), and Alexander de Anno and Agnes, his wife (impedientes), concerning 9s. rent with its appurtenances in the suburb of Bristol.¹ Alexander and Agnes acknowledged the rent to be the right of John, as that which he had of their gift. To Have and To Hold to John and his heirs, of Alexander and Agnes, and the heirs of Agnes. Rendering annually a rose at the Feast of the Nativity of St. John the Baptist, for all service, etc., and to the capital lords, etc. Warranty by Alexander and Agnes, and the heirs of Agnes, to John and his heirs. John gave Alexander and Agnes a sore hawk.

46. 15 Edward I. *Feet of Fines* 75/34, No. 107. *At Bristol.*

Between Arnold Hackespone and Matilda, his wife (querentes), and William de Whiteleye and Cecilia, his wife (impedientes), concerning four acres of land with their appurtenances in the suburb of Bristol.¹ William and Cecilia acknowledged the premises to be the right of Arnold, as that which he and Matilda had of their gift. To Have and To Hold to Arnold and Matilda, and the heirs of Arnold, of William and Cecilia, and the heirs of Cecilia. Rendering annually half a pound of cummin at the Feast of St. Michael, for all service, etc., and to the capital lords, etc. Warranty by William and Cecilia, and the heirs of Cecilia, to Arnold and Matilda, and the heirs of Arnold. Arnold and Matilda gave William and Cecilia 10 marcs of silver.

47. 15 Edward I. *Feet of Fines* 75/34, No. 116. *At Bristol.*

Between Gilbert la Warre and Matilda, his wife (querentes), and Reginald de Hale de Herford and Alicia, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Reginald and Alicia acknowledged the premises to be the right of Gilbert, as that which Gilbert and Matilda had of their gift. To Have and To Hold to Gilbert and Matilda, and the heirs of Gilbert, of Reginald and Alicia, and the heirs of Alicia. Rendering annually, at Easter, a clove for all service, etc., and to the capital lords, etc. Warranty by Reginald and Alicia, and the heirs of Alicia, to Gilbert and Matilda and the heirs of Gilbert. Gilbert and Matilda gave Reginald and Alicia 5½ marcs of silver.

¹ Commenced by Writ of *Warantia Carte*.

48. *15 Edward I. Feet of Fines 75/34, No. 117. At Bristol.*

Between Geoffrey Agod(—)ve¹ (querens), and John, son of William, son of Nicholas (impediens), concerning a messuage with its appurtenances in Bristol.² John acknowledged the premises to be the right of Geoffrey, as that, etc. To Have and To Hold to Geoffrey and his heirs, of John and his heirs. Rendering a rose annually at the Feast of the Nativity of St. John the Baptist for all service, etc. Warranty by John and his heirs to Geoffrey and his heirs. Geoffrey gave John a sore hawk.

49. *15 Edward I. Feet of Fines 75/34, No. 118. At Bristol.*

Between Thomas Coker (querens), and Reginald de Hale de Herford and Alicia, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.² Reginald and Alicia acknowledged the premises to be the right of Thomas, as that, etc. To Have and To Hold to Thomas and his heirs, of Reginald and Alicia, and the heirs of Alicia. Rendering a rose annually at the Feast of the Nativity of St. John the Baptist, for all service, etc., and to the capital lords, etc. Warranty by Reginald and Alicia and the heirs of Alicia, to Thomas and his heirs. Thomas gave Reginald and Alicia 4 marcs of silver.

50. *15 Edward I. Feet of Fines 75/34, No. 119. At Bristol.*

Between Richard le Draper of Bristol (querens), and William Gylesmin and Margery, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.² William and Margery acknowledged the premises to be the right of Richard, as that, etc. To Have and To Hold to Richard and his heirs, of William and Margery, and the heirs of Margery. Rendering one rose annually at the Feast of St. John the Baptist, for all service, etc., and to the capital lords of the fee, etc. Warranty by William and Margery, and the heirs of Margery, to Richard and his heirs. Richard gave William and Margery 5 marcs of silver.

51. *15 Edward I. Feet of Fines 75/34, No. 120. At Bristol.*

Between Nicholas le Roper' (querens), and Stephen de Bledon' and Edith, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.² Stephen and Edith acknowledged the premises to be the right of Nicholas, as those, etc. To Have and To Hold to Nicholas and his heirs, of Stephen and Edith, and

¹ Two or three letters illegible, ? "Agodeshalve."

² Commenced by Writ of *Warantia Carte*.

the heirs of Edith. Rendering annually a rose at the Feast of the Nativity of St. John the Baptist, for all services, etc., and to the capital lords, etc. Warranty by Stephen and Edith, and the heirs of Edith, to Nicholas and his heirs. Nicholas gave Stephen and Edith 13 marcs of silver.

52. 15 Edward I. *Feet of Fines* 75/34, No. 121. *At Bristol.*

Between Richard le Draper', the younger (querens), and Richard le Draper' (the elder), and Eva, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Richard the elder and Eva acknowledged the premises to be the right of Richard the younger, as those, etc. To Have and To Hold to Richard, the younger, and his heirs, of Richard, the elder, and Eva, and the heirs of Eva. Rendering a rose annually at the Feast of the Nativity of St. John the Baptist, for all service, etc., and to the capital lords, etc. Warranty by Richard, the elder, and Eva, and the heirs of Eva, to Richard, the younger, and his heirs. Richard, the younger, gave Richard, the elder, and Eva, 8 marcs of silver.

53. 18 Edward I. *Feet of Fines* 75/35, No. 145. *At Westminster.*

Between William de Bourham (querens), and William de Whyteleye and Cecilia, his wife (impedientes), concerning half a messuage with its appurtenances in Bristol.¹ William and Cecilia acknowledged the premises to be the right of William de Bourham, as those, etc. To Have and To Hold to William de Bourham and his heirs, of William and Cecilia, and the heirs of Cecilia. Rendering annually a penny at Easter, for all service, etc., and to the capital lords, etc., Warranty by William and Cecilia, and the heirs of Cecilia, to William de Bourham and his heirs. William de Bourham gave William and Cecilia a sore hawk.

54. 18 Edward I. *Feet of Fines* 75/35, No. 150. *At Westminster.*

Between William Atteyate (querens), and Walter Beuflur and Alicia, his wife (deforciantes), concerning two messuages with their appurtenances in Bristol.² Walter and Alicia acknowledged the premises to be the right of William, as those, etc. To Have and To Hold to William and his heirs, of Walter and Alicia, and the heirs of Alicia. Rendering a penny a year at Easter, for all service, etc., and to the capital lords, etc.

¹ Commenced by Writ of *Warrantia Carte*.

² Commenced by Writ of *Covenant*.

Warranty by Walter and Alicia and the heirs of Alicia, to William and his heirs. William gave Walter and Alicia a sore hawk.

55. 19 Edward I. *Feet of Fines* 75/36, No. 152. *At Westminster.*

Between Peter le Fraunceys (querens), and William de Weychewell' and Florence, his wife (impedientes), concerning 9s. rent with its appurtenances in Bristol.¹ William and Florence acknowledged the premises to be the right of Peter, as those, etc. To Have and To Hold to Peter and his heirs² of the capital lords of the fee by the services, etc. Warranty by William and Florence, for themselves and the heirs of Florence, to Peter and his heirs. Peter gave William and Florence a sore hawk.

56. 19 Edward I. *Feet of Fines* 75/36, No. 153. *At Westminster.*

Between Thomas de Tyllye (querens), and Roger Terry and Margery, his wife (impedientes), concerning a messuage and two shops with their appurtenances in Bristol.¹ Roger and Margery acknowledged the premises to be the right of Thomas, as those, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. Roger and Margery warranted for themselves, and the heirs of Margery, to Thomas and his heirs. Thomas gave Roger and Margery a sore hawk.

57. 20 Edward I. *Feet of Fines* 75/36, No. 163. *At Westminster.*

Between William de Robergh' (querens), and Gilbert de la Ware and Matilda, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Gilbert and Matilda acknowledged the premises to be the right of William, as those, etc. To Have and To Hold to William and his heirs, of the capital lords, etc. Gilbert and Matilda warranted for themselves and the heirs of Gilbert,³ to William and his heirs. William gave Gilbert and Matilda a sore hawk.

58. 20 Edward I. *Feet of Fines* 75/36, No. 164. *At Westminster.*

Between Cecilia, who was the wife of Thomas of St. Albans (querens), and Roger de Stotescumbe and Margery, his wife (impedientes), concerning a messuage and a quarter of an acre of meadow with their appurtenances in the suburb of Bristol.¹ Roger and Margery acknowledged the premises to be the right

¹ Commenced by Writ of *Warantia Carte*.

² This is the first fine so expressed, and is obviously the result of *Quia Emptores*.

³ This is the first case of a warranty so expressed, where husband and wife were parties to the Fine.

of Cecilia as those, etc. To Have and To Hold to Cecilia and her heirs, of the capital lords, etc. Roger and Margery warranted, for themselves and the heirs of Margery, to Cecilia and her heirs. Cecilia gave Roger and Margery a sore hawk.

59. 20 Edward I. *Feet of Fines* 75/36, No. 165. At Westminster.

Between John Brun (querens), and William de Thornton' and Sybil, his wife (deforciantes), concerning three shops, with a cellar, and half a messuage with their appurtenances in Bristol.¹ William and Sybil acknowledged the premises to be the right of John, and rendered them to John in Court. To Have and To Hold to John and his heirs of the capital lords, etc. William and Sybil warranted for themselves, and the heirs of Sybil, to John and his heirs. John gave William and Sybil 10 pounds sterling.

60. 22 Edward I. *Feet of Fines* 75/36, No. 175. At Westminster.

Between Richard de Calne (querens), by his attorney John le Botiller, and William, son of Hugh of Malvern (impediens), by his attorney, John de Lyonus, concerning four messuages, eight shops, two acres of land and 27s. 4d. rent with their appurtenances in Bristol and its suburb.² William acknowledged the premises to be the right of Richard, as those, etc. To Have and To Hold to Richard and his heirs of the capital lords, etc. William warranted, for himself and his heirs, to Richard and his heirs, and Richard gave William 20 marcs of silver.

61. 22 Edward I. *Feet of Fines* 75/37, No. 179. At Westminster.

Between John Welyshote (querens), and Reginald de Pembrok' and Agnes, his wife, Robert de Barden' and Johanna, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.² Reginald, Agnes, Robert and Johanna acknowledged the premises to be the right of John, as those, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Reginald,³ Agnes, Robert and Johanna warranted, for themselves and the heirs of Agnes and Johanna, to John and his heirs. John gave Reginald,³ Agnes, Robert and Johanna 60 marcs of silver.

62. 23 Edward I. *Feet of Fines* 75/37, No. 182. At Westminster.

Between Peter Fraunceys and Isabel, his wife (querentes), by their attorney, John de Lyonus, and Richard, son of Walter

¹ Commenced by Writ of Covenant.

² Commenced by Writ of *Warantia Carte*.

³ In the record described as Rogerus.

Bysshop (impediens), by his attorney, Richard de Monte Sorelli concerning a solar with its appurtenances in Bristol.¹ Richard acknowledged the said solar to be the right of Peter, as that which he and Isabel had of Richard's gift. To Have and To Hold to Peter and Isabel, and the heirs of Peter, of the capital lords, etc. Richard warranted for himself and his heirs, to Peter and Isabel and the heirs of Peter. Peter and Isabel gave Richard 40 shillings of silver.

63. *24 Edward I. Feet of Fines 75/37, No. 187. At Westminster.*

Between Richard de Welles (querens), and Robert le Beel and Isolda, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ Robert and Isolda acknowledged the messuage to be the right of Richard, as that, etc. To Have and To Hold to Richard and his heirs, of the capital lords, etc. Robert and Isolda warranted, for themselves and the heirs of Isolda, to Richard and his heirs. Richard gave Robert and Isolda 10 marcs of silver.

64. *24 Edward I. Feet of Fines 75/37, No. 188. At Westminster.*

Between Philip Horncastel of Bristol (querens), and Walter de Fershaghe and Cristina, his wife (impedientes), concerning a messuage and a toft with their appurtenances in the suburb of Bristol.¹ Walter and Cristina acknowledged the tenements to be the right of Philip, as those, etc. To Have and To Hold to Philip and his heirs of the capital lords, etc. Walter and Cristina warranted, for themselves and the heirs of Cristina, to Philip and his heirs. Philip gave Walter and Cristina 6 marcs of silver.

65. *25 Edward I. Feet of Fines 75/37, No. 196. At Westminster.*

Between Philip Horncastel (querens), and Peter Harmles and Johanna, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Peter and Johanna acknowledged the messuage to be the right of Philip, as that, etc. To Have and To Hold to Philip, and his heirs, of the capital lords, etc. Peter and Johanna warranted, for themselves and the heirs of Johanna, to Philip and his heirs. Philip gave to Peter and Johanna 10 pounds sterling.

66. *28 Edward I. Feet of Fines 75/38, No. 205. At York.*

Between John Welyshote (querens), by William de Staunton', his attorney, and William le Cutiller of Gloucester and Dionisia,

¹ Commenced by Writ of *Warantia Carte*.

his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ William and Dionisia acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs of the capital lords, etc. William and Dionisia warranted, for themselves and the heirs of Dionisia, to John and his heirs. John gave William and Dionisia 20 marcs of silver.

67. 29 *Edward I. Feet of Fines 75/38, No. 206. At York.*

Between John Welishote (querens), by his attorney, William de Staunton, and John, son of Henry Horncastel, of Bristol and Cecilia, his wife (impedientes), concerning a shop with its appurtenances in Bristol.¹ John, son of Henry, and Cecilia acknowledged the shop to be the right of John Welishote, as that, etc. To Have and To Hold to John Welishote and his heirs of the capital lords, etc. John, son of Henry, and Cecilia warranted, for themselves and the heirs of Cecilia, to John Welishote and his heirs. John Welishote gave John, son of Henry, and Cecilia 100 shillings of silver.

68. 29 *Edward I. Feet of Fines 75/38, No. 207. At York.*

Between John Welishote (querens), by his attorney, William de Staunton, and John, son of Henry Horncastel of Bristol (impediens), concerning a messuage with its appurtenances in Bristol.¹ John, son of Henry, acknowledged the messuage to be the right of John Welishote, as that, etc. To Have and To Hold to John Welishote and his heirs, of the capital lords, etc. John, son of Henry, warranted for himself and his heirs, to John Welishote and his heirs. John Welishote gave John, son of Henry, 100 shillings of silver.

69. 30 *Edward I. Feet of Fines 75/38, No. 223. At York.*

Between Hugh Sanekyn and Johanna, his wife (querentes), by John de Lyonus, their attorney, and William de Wynchwelle and Florence, his wife, Robert de Bedeford and Margery, his wife (impedientes), Robert appearing by Richard of Bristol, his attorney, concerning a messuage with its appurtenances in Bristol.¹ William, Florence, Robert and Margery acknowledged the messuage to be the right of Hugh, as that which Hugh and Johanna had, etc. To Have and To Hold to Hugh and Johanna, and the heirs of Hugh, of the capital lords, etc. William, Florence, Robert and Margery warranted, for themselves and the heirs

¹ Commenced by Writ of *Warantia Carte*.

of Florence and Margery, to Hugh and Johanna and the heirs of Hugh. Hugh and Johanna gave William, Florence, Robert and Margery 20 pounds sterling.

70. 30 *Edward I. Feet of Fines* 75/38, No. 224. *At York.*

Between Peter le Fraunceys and Isabella, his wife (querentes), by John de Lyonus, their attorney, and Robert de Bedeford and Margery, his wife (impedientes), Robert appearing by Richard of Bristol, his attorney, concerning 9s. worth of rent with its appurtenances in Bristol.¹ Robert and Margery acknowledged the rent to be the right of Peter, as that which Peter and Isabella, etc. To Have and To Hold to Peter and Isabella and the heirs of Peter, of the capital lords, etc. Robert and Margery warranted, for themselves and the heirs of Margery, to Peter and Isabella, and the heirs of Peter. Peter and Isabella gave Robert and Margery 10 marcs of silver.

71. 31 *Edward I. Feet of Fines* 75/39, No. 230. *At York.*

Between John le Tannur de Leye and Johanna, his wife (querentes), by John de Lyonus, their attorney, and Thomas Bonboef and Cristina, his wife, Nicholas Oftoune and Isabella, his wife (deforciantes), Thomas appearing by his attorney, Richard of Bristol, concerning a messuage with its appurtenances in the suburb of Bristol.² Thomas, Cristina, Nicholas and Isabella acknowledged the messuage to be the right of John, as that which John and Johanna, etc. To Have and To Hold to John and Johanna, and the heirs of John, of the capital lords, etc. Thomas, Cristina, Nicholas and Isabella warranted, for themselves and the heirs of Cristina and Isabella, to John and Johanna, and the heirs of John. John and Johanna gave Thomas, Cristina, Nicholas and Isabella 10 pounds sterling.

72. 32 *Edward I. Feet of Fines* 75/39, No. 236. *At York.*

Between Elias de Axebrigge (querens), by his attorney, John de Lyonus, and Adam de Berkham (deforcians), by John le Botiller, his attorney, concerning 40s. worth of rent, with its appurtenances in the suburb of Bristol.² Adam acknowledged the rent to be the right of Elias, as that, etc. To Have and To Hold to Elias and his heirs, of the capital lords, etc. Adam warranted, for himself and his heirs, to Elias and his heirs. Elias gave Adam 20 pounds sterling

¹ Commenced by Writ of *Warrantia Carte*.

² Commenced by Writ of Covenant.

73. 32 Edward I. *Feet of Fines* 75/39, No. 242. *At York.*

Between William Randolf' (querens), and Walter Peytenyn and Cecilia, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Walter and Cecilia acknowledged the messuage to be the right of William, as that, etc. To Have and To Hold to William and his heirs, of the capital lords, etc. Walter and Cecilia warranted, for themselves and the heirs of Cecilia, to William and his heirs. William gave Walter and Cecilia 20 pounds sterling.

74. 32 Edward I. *Feet of Fines* 75/39, No. 243. *At York.*

Between John le Taverner of Bristol and Agnes, his wife (querentes), and Walter Peytenyn and Cecilia, his wife (deforciantes), concerning a messuage and five shops with their appurtenances in Bristol, and its suburb.² Walter and Cecilia acknowledged the tenements to be the right of John, as those which John and Agnes had, etc. To Have and To Hold to John and Agnes, and the heirs of John, of the capital lords, etc. Walter and Cecilia warranted, for themselves and the heirs of Cecilia, to John and Agnes and the heirs of John. John and Agnes gave Walter and Cecilia 40 pounds sterling.

75. 33 Edward I. *Feet of Fines* 75/40, No. 253. *At Westminster.*

Between Richard Estmere of Bristol (querens), and Olive, daughter of Henry le Waleys of Bristol (deforcians), concerning three messuages, two shops, £4 3s. 4d. worth of rent with their appurtenances in Bristol and its suburb.² Olive acknowledged the tenements to be the right of Richard, and rendered them to him in the court. To Have and To Hold to Richard and his heirs of the capital lords, etc. Afterwards recorded and granted³ at Westminster (34 Edward I) between Richard Estmere (querens), and Nicholas Estmere and Olive, his wife (deforciantes), concerning the same tenements. Nicholas and Olive acknowledged them to be the right of Richard, and those remised and quit claimed, from themselves and the heirs of Olive, to Richard and his heirs—Nicholas and Olive warranted, for themselves and the heirs of Olive, to Richard and his heirs. Richard gave Nicholas and Olive 100 marcs of silver.

¹ Commenced by Writ of *Warantia Carte*.

² Commenced by Writ of Covenant.

³ "Et postea recordata et concessa apud Westmonasterium . . . coram, etc. . . ."

76. 33 *Edward I. Feet of Fines 75/40, No. 266. At Westminster.*

Between Thomas Russel (querens), and Simon Hackespon', of Bristol and Agnes, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Simon and Agnes acknowledged the messuage to be the right of Thomas, as that, etc. To Have and To Hold to Thomas and his heirs of the capital lords, etc. Simon and Agnes warranted, for themselves and the heirs of Agnes, to Thomas and his heirs. Thomas gave Simon and Agnes 20 marcs of silver.

77. 33 *Edward I. Feet of Fines 75/40, No. 267. At Westminster.*

Between John le Taverner of Bristol (querens), and Walter Peytenyn of Bristol and Cecilia, his wife (deforciantes), Walter appearing by his attorney, John de Lyonus, concerning two shops with their appurtenances in Bristol.² Walter and Cecilia acknowledged the shops to be the right of John, and them remised and quit-claimed, from themselves and the heirs of Cecilia, to John and his heirs. Walter and Cecilia warranted, for themselves and the heirs of Cecilia, to John and his heirs. John gave Walter and Cecilia 20 marcs of silver.

78. 33 *Edward I. Feet of Fines 75/40, No. 268. At Westminster.*

Between John le Parker (querens), and Thoraldus de la Muntayne and Johanna, his wife (deforciantes), concerning 10s. worth of rent with its appurtenances in Bristol.² Thoraldus and Johanna acknowledged the rent to be the right of John, and it remised and quit-claimed, from themselves and the heirs of Johanna, to John and his heirs. Thoraldus and Johanna warranted, for themselves and the heirs of Johanna, to John and his heirs. John gave Thoraldus and Johanna 100 shillings of silver.

79. 33 *Edward I. Feet of Fines 75/40, No. 269. At Westminster.*

Between John le Lange of Bristol (querens), and William de Horfeld and Johanna, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ William and Johanna acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. William and Johanna warranted, for themselves and the heirs of Johanna, to John and his heirs. John gave William and Johanna 20 pounds sterling.

¹ Commenced by Writ of *Warantia Carte*.

² Commenced by Writ of *Covenant*.

80. 33 *Edward I. Feet of Fines* 75/40, No. 270. *At Westminster.*

Between William Hayl and Matilda, his wife (querentes) and Walter Peytenyn and Cecilia, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Walter and Cecilia acknowledged the messuage to be the right of William, and rendered it to them in the court. To Have and To Hold to William and Matilda and the heirs of William, of the capital lords, etc. Walter and Cecilia warranted, for themselves and the heirs of Cecilia, to William and Matilda, and the heirs of William. William and Matilda gave Walter and Cecilia 20 marcs of silver.

81. 33 *Edward I. Feet of Fines* 75/40, No. 271. *At Westminster.*

Between Robert de Hampton' (querens), and Thoraldus de la Muntaign and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Thoraldus and Johanna acknowledged the messuage to be the right of Robert, as that, etc. To Have and To Hold to Robert and his heirs, of the capital lords, etc. Thoraldus and Johanna warranted, for themselves and the heirs of Johanna, to Robert and his heirs. Robert gave Thoraldus and Johanna 10 marcs of silver.

82. 33 *Edward I. Feet of Fines* 75/40, No. 272. *At Westminster.*

Between Stephen de Bello Monte (querens), by his attorney, Walter de Compton', and Thoraldus de la Mountaigne and Johanna, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.² Thoraldus³ and Johanna acknowledged the messuage to be the right of Stephen, as that, etc. To Have and To Hold to Stephen and his heirs, of the capital lords, etc. Thoraldus and Johanna, and the heirs of Johanna, warranted to Stephen and his heirs. Stephen gave Thoraldus and Johanna 100 shillings of silver.

83. 34 *Edward I.*⁴ *Feet of Fines* 75/41, No. 286. *At Westminster.*

Between John del Celer (querens), and William of Taunton and Alice, his wife (impedientes), concerning a messuage and four shops with their appurtenances in the suburb of Bristol.² William and Agnes acknowledged the tenements to be the right of

¹ Commenced by Writ of Covenant.

² Commenced by Writ of *Warantia Carte*.

³ Referred to in the record as "Theobaldus."

⁴ Endorsed "Johannes Andrean apponit clamium suum, etc."

John, as those, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. William and Alice warranted, for themselves and the heirs of Alice, to John and his heirs. John gave William and Alice 10 marcs of silver.

84. 35 Edward I. *Feet of Fines* 75/41, No. 298. *At Westminster.*

Between Robert Snow of Bristol (querens), and William Busi and Avice, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.¹ William and Avice acknowledged the messuage to be the right of Robert, as that, etc. To Have and To Hold to Robert and his heirs, of the capital lords, etc. William and Avice warranted, for themselves and the heirs of Avice, to Robert and his heirs. Robert gave William and Avice 10 marcs of silver.

85. 35 Edward I. *Feet of Fines* 75/41, No. 311. *At Westminster.*

Between Richard atte Ok' and Margaret, his wife (querentes), and William de Estolie le Worth and Isabella, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ William and Isabella acknowledged the messuage to be the right of Richard, as that which Richard and Margaret, etc. To Have and To Hold to Richard and Margaret, and the heirs of Richard, of the capital lords, etc. William and Isabella warranted, for themselves and the heirs of Isabella, to Richard and Margaret, and the heirs of Richard. Richard and Margaret gave William and Isabella 100 shillings of silver.

86. 1 Edward II.² *Feet of Fines* 76/42, No. 3. *At Westminster.*

Between Thomas Russel (querens), and Elias le Ken and Mariota, his wife (deforciantes), concerning a messuage and two shops in the suburb of Bristol.³ Elias and Mariota acknowledged the tenements to be the right of Thomas, as those, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. Elias and Mariota warranted, for themselves and the heirs of Mariota, to Thomas and his heirs. Thomas gave Elias and Mariota 30 pounds sterling.

¹ Commenced by Writ of *Warrantia Carte*.

² The record commences:—

"Hec est Finalis Concordia facta in curia Regis Edwardi filii Regis Henrici apud Westmonasterium . . . anno regni ejusdem Regis tricesimo quinto Coram Radulpho de Hengham . . . etc., et postea recordata in Curia Regis Edwardi filii Regis Edwardi apud Westmonasterium . . . anno regni sui primo coram Radulpho de Hengham, etc. . . . (same justices)."

³ Commenced by Writ of Covenant.

87. 1 Edward II. *Feet of Fines* 76/42, No. 4. At Westminster.¹

Between Thomas de Salop' of Bristol (querens), and Thomas de Glaston' and Alice, his wife (impedientes), concerning a messuage with its appurtenances in the suburb of Bristol.² Thomas and Alice acknowledged the messuage to be the right of Thomas de Salop, as that, etc. To Have and To Hold to Thomas de Salop' and his heirs, of the capital lords, etc. Thomas and Alice warranted, for themselves and the heirs of Alice, to Thomas de Salop and his heirs. Thomas de Salop gave Thomas and Alice 100 shillings of silver.³

88. 1 Edward II. *Feet of Fines* 76/42, No. 5. At Westminster.

Between John de la Marine (querens), and William Tyard of Bristol (impediens), concerning a messuage with its appurtenances in the suburb of Bristol.² William acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. William warranted, for himself and his heirs, to John and his heirs. John gave William 20 marcs of silver.

89. 1 Edward II.⁴ *Feet of Fines* 76/42, No. 17. At Westminster.

Between Robert, son of Stephen Whateman, and Johanna, his wife (querentes), and William de Burne (deforcians), concerning a messuage with its appurtenances in the suburb of Bristol.⁵ Robert acknowledged the messuage to be the right of William, as that, etc., and William granted it to Robert and Johanna and rendered it to them in court. To Have and To Hold to Robert and Johanna, and the heirs of the body of Robert by his wife Johanna, of William and his heirs. Rendering a rose a year at the Feast of the Nativity of St. John the Baptist for all service, etc., pertaining to William and his heirs; and to the capital lords of the fee, etc. If Robert should die without heirs of his body by his wife Johanna, then, after the death of Robert and Johanna, the messuage should revert to William and his heirs, free from claim by the other heirs of Robert and Johanna. (No warranty.)

¹ The record commences as in note 2, p. 205.

² Commenced by Writ of *Warantia Carte*.

³ Robert le Kneygth', son of Alexander le Kneyst [*sic*] of Bristol, Edith, daughter of the said Robert, and John, son of Cristine Winbestrongg', sister of Robert, lodged their claim, etc.

⁴ This is the first Fine "*sur done grant and render*."

⁵ Commenced by Writ of Covenant.

90. 2 *Edward II. Feet of Fines 76/43, No. 32. At Westminster.*

Between Laurence de Cary (querens), and William de Burham de Wykewarre and Elena, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ William and Elena acknowledged the tenement to be the right of Laurence, and it remised and quit-claimed, from themselves and the heirs of Elena, to Laurence and his heirs. William and Elena warranted, for themselves and the heirs of Elena, to Laurence and his heirs. Laurence gave to William and Elena 10 pounds sterling.

91. 2 *Edward II. Feet of Fines 76/43, No. 34. At Westminster.*

Between Nicholas de Portbury and Amicia, his wife (querentes), and Roger de Brackeleye and Isabella, his wife (impedientes), concerning a messuage with its appurtenances in Bristol.² Robert and Isabella acknowledged the messuage to be the right of Nicholas, as that which Nicholas and Amicia had, etc. To Have and To Hold to Nicholas and Amicia, and the heirs of Nicholas, of the capital lords, etc. Roger and Isabella warranted, for themselves and the heirs of Isabella, to Nicholas and Amicia, and the heirs of Nicholas. Nicholas and Amicia gave Roger and Isabella 10 marcs of silver.

92. 3 *Edward II. Feet of Fines 76/44, No. 55.³ At Westminster.*

Between William de Hanyngfeld and Felicia his wife (querentes) and Thomas de Shyrewell of Bristol (deforcians), concerning seven shops and half a messuage with their appurtenances in Bristol and its suburb, which Nicholas de Burton and Olive, his wife, held as the dower of Olive.¹ Thomas acknowledged the tenements to be the right of William, and granted, for himself and his heirs, that the tenements which Nicholas and Olive held as the dower of Olive, out of the inheritance of Thomas, and which after Olive's death ought to revert to Thomas and his heirs, should remain to William and Felicia and the heirs of William. To be held of the capital lords, etc. Thomas and his heirs warranted to William and Felicia and the heirs of William. William and Felicia gave Thomas 10 pounds sterling. The concord was made with Nicholas and Olive present, and they agreed to it, and did fealty to William and Felicia in court.⁴

¹ Commenced by Writ of Covenant.

² Commenced by Writ of *Warantia Carte*.

³ William de Lynns and Matilda, his wife, and Adam de Lynns lodged their claim, etc.

⁴ "Et hec concordia facta fuit presentibus predictis Nicholao et Olivia et eam concederunt [*sic*] et fecerunt eisdem Willelmo et Felicie fidelitatem in eadem curia."

93. 3 Edward II. *Feet of Fines* 76/44, No. 56. At Westminster.

Between Simon Forstal of Bristol (querens) and Alexander Roop of Bristol and Alice, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Alexander and Alice acknowledged the messuage to be the right of Simon, as that, etc. To Have and To Hold to Simon and his heirs, of the capital lords, etc. Alexander and Alice warranted, for themselves and the heirs of Alexander,² to Simon and his heirs. Simon gave Alexander and Alice 100 shillings of silver.

94. 4 Edward II. *Feet of Fines* 76/44, No. 62. At Westminster.

Between Martin Horncastel of Bristol (querens), by William Gylemyn, his attorney, and Matilda Pukerel' (deforcians), concerning a messuage and eight acres of land with their appurtenances in Clifton, near Bristol.¹ Matilda acknowledged the tenements to be the right of Martin, and rendered them to him in the court. To Have and To Hold to Martin and his heirs, of the capital lords, etc. Matilda warranted for herself and her heirs to Martin and his heirs. Martin gave Matilda 20 marcs of silver.

95. 4 Edward II. *Feet of Fines* 76/44, No. 63. At Westminster.

Between Robert Tumbrel (querens) by William Gylemyn, his attorney, and William de Siston' and Emma, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ William and Emma acknowledged the messuage to be the right of Robert, and rendered it to him in court. To Have and To Hold to Robert and his heirs, of the capital lords, etc. William and Emma warranted, for themselves and the heirs of Emma, to Robert and his heirs. Robert gave William and Emma 10 pounds sterling.

96. 4 Edward II. *Feet of Fines* 76/44, No. 71. At Westminster.

Between Thomas de Salop of Bristol (querens), and John de Brugges of Bristol and Isabella, his wife (deforciantes), concerning two shops with their appurtenances in Bristol.¹ John and Isabella acknowledged the shops to be the right of Thomas, as those, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. John and Isabella warranted, for themselves and the heirs of Isabella, to Thomas and his heirs. Thomas gave John and Isabella 100 shillings of silver.

¹ Commenced by Writ of Covenant.

² This is another example of the wife joining in a warranty given on behalf of the husband and wife and heirs of the husband.

97. *5 Edward II. Feet of Fines 76/45, No. 77. At Westminster.*

Between John de Chen (querens) and Agnes, who was the wife of Roger de Pembrok (deforcians), concerning a messuage with its appurtenances in Bristol.¹ Agnes acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Agnes warranted, for herself and her heirs, to John and his heirs. John gave Agnes 10 pounds sterling

98. *5 Edward II. Feet of Fines 76/45, No. 78. At Westminster.*

Between Richard de Pridie (querens), and William de Kyngeston' and Alice, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ William and Alice acknowledged the messuage to be the right of Richard, as that, etc. To Have and To Hold to Richard and his heirs, of the capital lords, etc. William and Alice warranted, for themselves and the heirs of Alice, to Richard and his heirs. Richard gave William and Alice 10 marcs of silver.

99. *5 Edward II. Feet of Fines 76/45, No. 86b. At Westminster.*

Between Richard de la Marche (querens), and John Adrian (deforcians), concerning a messuage with its appurtenances in Bristol.¹ John acknowledged the messuage to be the right of Richard, and it remised and quit-claimed from himself and his heirs to Richard and his heirs. John warranted for himself and his heirs, to Richard and his heirs. Richard gave John 100 shillings of silver.

100. *8 Edward II. Feet of Fines 76/46, No. 115. At Westminster.*

Between John Delerobe and Alice, his wife (querentes) and Anselmus, son of Robert de Gornay (deforcians), concerning four messuages and a shop with their appurtenances, in the suburb of Bristol outside the New Gate.¹ John acknowledged the tenements to be the right of Anselmus, as those which Anselmus had of the gift of John. Anselmus granted John and Alice the tenements and rendered them in court. To Have and To Hold to John and Alice, and the heirs of the body of John by the said Alice, of the capital lords, etc. If John died without such heirs then after the death of John and Alice the premises should remain to the right heirs (of John)² to be held of the capital lords, etc. No warranty.

¹ Commenced by Writ of Covenant.

² Record damaged from this point.

101. 8 *Edward II. Feet of Fines* 76/46, No. 120. *At Westminster.*

Between John de Marsfeld (querens) and William Seynde and Margaret, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ William and Margaret acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. William and Margaret warranted, for themselves and the heirs of Margaret, to John and his heirs. John gave William and Margaret 20 shillings of silver.

102. 9 *Edward II. Feet of Fines* 76/47, No. 145. *At Westminster.*

Between Bernard atte Wolde of Bristol (querens) and Alexander le Tokere, of Bristol, and Alice, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Alexander and Alice acknowledged the messuage to be the right of Bernard, as that, etc. To Have and To Hold to Bernard and his heirs, of the capital lords, etc. Alexander and Alice warranted, for themselves and the heirs of Alice, to Bernard and his heirs. Bernard gave Alexander and Alice 20 shillings of silver.

103. 9 *Edward II. Feet of Fines* 76/47, No. 146. *At Westminster.*

Between Robert de Hampton' (querens) and Walter le Glovere and Elena, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Walter and Elena acknowledged the messuage to be the right of Robert, as that, etc. To Have and To Hold to Robert and his heirs, of the capital lords, etc. Walter and Elena warranted, for themselves and the heirs of Elena, to Robert and his heirs. Robert gave Walter and Elena 100 shillings of silver.

104. 9 *Edward II. Feet of Fines* 76/47, No. 147. *At Westminster.*

Between Roger Tourtle of Bristol (querens), by Peter de la (record illegible), his attorney, and Walter Pelevyle and Nesta, his wife (impedientes), concerning two messuages with their appurtenances in Bristol.² Walter and Nesta acknowledged the messuages to be the right of Roger, as those, etc. To Have and To Hold to Roger and his heirs of the capital lords, etc. Walter and Nesta warranted for themselves and the heirs of Walter,³ to Roger and his heirs. Roger gave Walter and Nesta 100 shillings of silver.

¹ Commenced by Writ of Covenant.

² Commenced by Writ of *Warantia Carte*.

³ This is another instance of a warranty expressed to be given on behalf of the husband and wife, and the heirs of the husband.

105. *II Edward II. Feet of Fines 76/49, No. 190. At Westminster.*

Between Geoffrey atte Hethe, of Bristol (querens); and Richard Averay de Bedemenstre and Agnes, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Richard and Agnes acknowledged the messuage to be the right of Geoffrey, and rendered it to him in court. To Have and To Hold to Geoffrey and his heirs, of the capital lords, etc. Richard and Agnes warranted, for themselves and the heirs of Agnes, to Geoffrey and his heirs. Geoffrey gave Richard and Agnes 10 marcs of silver.

106. *II Edward II. Feet of Fines 76/49, No. 200. At Westminster.*

Between Henry Wynepeny Shipman (querens) by Robert de Hampton', his attorney by writ of the king,² and John de Wybyngton and Agnes, his wife (deforciantes), concerning three shops with their appurtenances in Bristol.¹ John and Agnes acknowledged the shops to be the right of Henry, as those, etc. To Have and To Hold to Henry and his heirs, of the capital lords, etc. John and Agnes warranted, for themselves and the heirs of Agnes, to Henry and his heirs. Henry gave John and Agnes 100 marcs of silver.³

107. *II Edward II. Feet of Fines 76/50, No. 201. At Westminster.*

Between Robert de Spakston' (querens) and William Busy of Bristol and Amicia, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ William and Amicia acknowledged the messuage to be the right of Robert, as that, etc. To Have and To Hold to Robert and his heirs, of the capital lords, etc. William and Amicia warranted, for themselves and the heirs of Amicia, to Robert and his heirs. Robert gave William and Amicia 40 shillings of silver.

108. *II Edward II. Feet of Fines 76/50, No. 202. At Westminster.*

Between Walter de Upton', apprentice (querens), by Adam Red, his attorney by writ of the king, and Richard Averay de Bedmenenstre and Agnes, his wife (deforciantes), concerning

¹ Commenced by Writ of Covenant.

² "per breve domini Regis."

³ John Welyshote of Bristol lodged his claim, etc.

two shops with their appurtenances in Bristol.¹ Richard and Agnes acknowledged the shops to be the right of Walter, as those, etc. To Have and To Hold to Walter and his heirs, of the capital lords, etc. Richard and Agnes warranted, for themselves and the heirs of Agnes, to Walter and his heirs. Walter gave Richard and Agnes 10 marcs of silver.

109. 12 Edward II. *Feet of Fines* 76/50, No. 203. At Westminster.

Between Richard le White of Bristol (querens) and Richard Blanket and Alicia, his wife, and Richard atte Hay, and Agnes, his wife (deforciantes), concerning a messuage and shop with their appurtenances in the suburb of Bristol.¹ Richard Blanket and Alicia, and Richard atte Hay and Agnes, acknowledged the tenements to be the right of Richard le White, and those they remised and quit-claimed, from themselves, the said Richard Blanket and Alicia, Richard atte Hay and Agnes, and the heirs of Alicia and Agnes, to Richard le White and his heirs for ever. Richard le White gave Richard Blanket and Alicia and Richard atte Hay and Agnes 20 pounds sterling.²

110. 12 Edward II. *Feet of Fines* 76/50, No. 224. At Westminster.

Between William de Chilton' (querens) and John le White of Bristol, deyere, and Juliana, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John and Juliana acknowledged the messuage to be the right of William, and it they remised and quit-claimed, from themselves, John and Juliana, and the heirs of Juliana, to William and his heirs for ever. William gave John and Juliana 100 shillings of silver.

111. 15 Edward II. *Feet of Fines* 76/52, No. 275. At Westminster.

Between Richard de Panes and Benedicta, his wife (querentes), by John Valet, their attorney by writ of the king, and Robert le Clerk, deyhere, of Bristol and Margery, his wife (deforciantes), concerning a messuage and two shops with their appurtenances in the suburb of Bristol.¹ Robert and Margery acknowledged the tenements to be the right of Richard, as those which Richard and Benedicta had, etc. To Have and To Hold to Richard and

¹ Commenced by Writ of Covenant.

² John Clos lodged his claim. John Clos of Bristol and Juliana his wife lodged their claim.

Benedicta, and the heirs of Richard, of the capital lords, etc. Robert warranted, for himself and his heirs,¹ to Richard and Benedicta, and the heirs of Richard. Richard and Benedicta gave Robert and Margery 10 marcs of silver.

112. 17 *Edward II. Feet of Fines* 76/54, No. 306. *At Westminster.*

Between Robert de Cameleye of Bristol (querens) by Philip Payn, his attorney by writ of the king, and John le Bonde of Bristol, and Cristiana, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² John and Cristiana acknowledged the messuage to be the right of Robert, and rendered it to him in court. To Have and To Hold to Robert and his heirs of the capital lords, etc. John and Cristiana warranted, for themselves and the heirs of Cristiana, to Robert and his heirs. Robert gave John and Cristiana 100 shillings of silver.

113. 17 *Edward II. Feet of Fine* 76/54, No. 307. *At Westminster.*

Between Roger le Teslere of Bristol (querens) and Robert Grauntpee of Warwick and Isabella, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² Robert Grauntpee and Isabella acknowledged the messuage to be the right of Roger, as that, etc. To Have and To Hold to Roger and his heirs, of the capital lords, etc. Robert and Isabella warranted, for themselves and the heirs of Isabella, to Roger and his heirs. Roger gave Robert and Isabella 10 pounds sterling.

114. 18 *Edward II. Feet of Fines* 76/54, No. 321.³ *At Westminster.*

Between Thomas Abraham and Matilda, his wife (querentes), by Philip Payn, attorney of Matilda by writ of the king, and Robert le Porker and Isabella, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² Robert and Isabella acknowledged the messuage to be the right of Thomas, and rendered it to him and Matilda in court. To Have and To Hold to Thomas and Matilda, and the heirs of

¹ It will be noticed that Robert's wife did not on this occasion join in the warranty.

² Commenced by Writ of Covenant.

³ Nicholas de Roubergh' lodged his claim.

Thomas of the capital lords, etc. Robert and Isabella warranted, for themselves and the heirs of Isabella, to Thomas and Matilda and the heirs of Thomas. Thomas and Matilda gave Robert and Isabella 100 shillings of silver.

115. 18 *Edward II. Feet of Fines 76/54, No. 322. At Westminster.*

Between Thomas Diggel of Bristol (querens) and Richard le Barber of Cardiff (impediens), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Richard acknowledged the messuage to be the right of Thomas, as that, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. Richard warranted, for himself and his heirs, to Thomas and his heirs. Thomas gave Richard 100 shillings of silver.²

116. 1 *Edward III.³ Feet of Fines 77/56, No. 2. At Westminster.*

Between Robert Gyene of (Bristol) (querens) and Houwellus de Roilly and Matilda, his wife (deforciantes), concerning a messuage with its appurtenances in (Bristol).⁴ Houwellus and Matilda acknowledged the messuage to be the right of Robert as that, etc. To Have and To Hold to Robert and his heirs of the capital lords, etc. Houwellus and Matilda warranted for themselves and the heirs of Matilda to Robert and his heirs. Robert gave Houwellus and Matilda (record illegible)⁵ of silver.⁶

117. 1 *Edward III. Feet of Fines 77/56, No. 3. At Westminster.*

Between John de Keynesham de Redclyvestrete (querens), by John Manship, his attorney, and John le Bonde and Cristina, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.⁴ John le Bonde and Cristina acknowledged the messuage to be the right of John de Keynesham, as that, etc. To Have and To Hold to John de Keynesham and his heirs, of the capital lords, etc. John le Bonde and Cristina warranted, for themselves and the heirs of Cristina, to John de Keynesham and his heirs. John de Keynesham gave John le Bonde and Cristina 100 shillings of silver.

¹ Commenced by Writ of *Warantia Carte*.

² Richard, son of Robert Trulof' of Bristol lodged his claim.

³ This record is in bad condition, and it is not certain that it relates to Bristol property.

⁴ Commenced by Writ of Covenant.

⁵ Probably 100 shillings.

⁶ ——— de Insula, John de ——— and Arnald Fromband, executors of the will of Raymond Fromband, lodged their claim.

118. 1 *Edward III. Feet of Fines 77/56, No. 10. At Westminster.*

Between John le Bonde and Cristina, his wife (querentes) and Geoffrey le Veltere and Cristina, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Geoffrey and Cristina acknowledged the messuage to be the right of Cristina,² wife of John, as that which John and Cristina had, etc. To Have and To Hold to John and Cristina and the heirs of Cristina, of the capital lords, etc. Geoffrey and Cristina warranted, for themselves and the heirs of Cristina, to John and Cristina and the heirs of Cristina. John and Cristina gave Geoffrey and Cristina 10 marcs of silver.

119. 3 *Edward III. Feet of Fines 77/56, No. 24. At Westminster.*

Between Walter le White, fisshere (querens), and John de Neuton' Smyth (deforcians), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John acknowledged the messuage to be the right of Walter, and rendered it to him in the court. To Have and To Hold to Walter and his heirs of the capital lords, etc. John warranted for himself and his heirs to Walter and his heirs. Walter gave John 10 marcs of silver.³

120. 3 *Edward III. Feet of Fines 77/57, No. 35. At Westminster.*

Between Roger le Teslare and Cristiana, his wife (querentes) and John de Bures, of Essex, and Alicia, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John and Alicia acknowledged the messuage to be the right of Roger, and rendered it to Roger and Cristiana in court. To Have and To Hold to Roger and Cristiana and the heirs of Roger, of the capital lords, etc. John and Alicia warranted for themselves and the heirs of Alicia, to Roger and Cristiana and the heirs of Roger. Roger and Cristiana gave John and Alicia 10 marcs of silver.

121. 3 *Edward III. Feet of Fines 77/57, No. 36. At Westminster.*

Between Richard le White (querens), by John de Wynton, his attorney by writ of the king, and Geoffrey de Eldresfeld and Cristiana, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Geoffrey and Cristiana acknowledged the messuage to be the right of Richard, and it

¹ Commenced by Writ of Covenant.

² This is unusual.

³ Thomas de Whittokesmede and Johanna his wife, executors of the will of William Derby of Bristol, lodged their claim.

they remised and quit-claimed, from themselves and the heirs of Cristiana, to Richard and his heirs for ever. Geoffrey and Cristiana warranted, for themselves and the heirs of Cristiana, to Richard and his heirs. Richard gave Geoffrey and Cristiana 10 marcs of silver.

122. *4 Edward III. Feet of Fines 77/57, No. 42. At Westminster.*

Between William Uwayne (querens), by William Rede, his attorney, and William the Handelsetter and Alicia, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ William the Handelsetter and Alicia acknowledged the messuage to be the right of William Uwayne, as that, etc. To Have and To Hold to William Uwayne and his heirs of the capital lords, etc. William the Handelsetter and Alicia warranted, for themselves and the heirs of Alicia, to William Uwayne and his heirs. William Uwayne gave William the Handelsetter and Alicia 10 marcs of silver.

123. *4 Edward III. Feet of Fines 77/58, No. 60. At Westminster.*

Between Walter Prentyz of Bristol (querens), by John de Milton', his attorney, and Hugh de Ludewell' and Margaret, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Hugh and Margaret acknowledged the messuage to be the right of Walter, and rendered it to him in court. To Have and To Hold to Walter and his heirs, of the capital lords. Hugh and Margaret warranted, for themselves and the heirs of Margaret, to Walter and his heirs. Walter gave Hugh and Margaret 100 shillings of silver.

124. *4 Edward III. Feet of Fines 77/58, No. 61. At Westminster.*

Between John, son of Maurice de Salso Marisco (querens), and Roger de Radenore and Agnes, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Roger and Agnes acknowledged the messuage to be the right of John, and it they remised and quit-claimed from themselves, and the heirs of Roger, to John and his heirs for ever. Roger warranted² for himself and his heirs, to John and his heirs. John gave Roger and Agnes 100 shillings of silver.

125. *5 Edward III. Feet of Fines 77/58, No. 62. At Westminster.*

Between John Fraunceys of Bristol, the younger, and Agnes, his wife (querentes), John acting as the attorney of Agnes, and

¹ Commenced by Writ of Covenant.

² It will be noticed that in this fine also the wife did not join in the warranty.

John Fraunceys of Bristol, the elder (deforcians), concerning a messuage, toft, and two shops with their appurtenances, in the suburb of Bristol.¹ John Fraunceys, the younger, acknowledged the tenements to be the right of John Fraunceys, the elder, as those which, etc. John Fraunceys, the elder, granted the messuage and shops to John Fraunceys, the younger, and Agnes, and rendered them to John Fraunceys, the younger, and Agnes in court. To Have and To Hold to John Fraunceys, the younger, and Agnes, and the heirs of Agnes, of the capital lords, etc. John Fraunceys, the elder, granted the toft to John Fraunceys, the younger, and rendered it to him in court. To Have and To Hold to John Fraunceys, the younger, and his heirs of the capital lords, etc. John Fraunceys, the elder, and his heirs warranted the messuage and shops to John Fraunceys, the younger, and Agnes and the heirs of Agnes, and warranted the toft to John Fraunceys, and his heirs.

126. 5 Edward III. *Feet of Fines* 77/58, No. 65. At Westminster.

Between William Beauflour of Bristol (querens) and Roger Sanekyn and Agnes, his wife (deforciantes), concerning a messuage and shop with their appurtenances in Bristol.¹ Roger and Agnes acknowledged the tenements to be the right of William, and rendered them to him in court. To Have and To Hold to William and his heirs, of the capital lords, etc. Roger and Agnes, and the heirs of Agnes, warranted to William and his heirs. William gave Roger and Agnes 20 marcs of silver.²

127. 5 Edward III. *Feet of Fines* 77/58, No. 66. At Westminster.

Between Roger Turtle of Bristol (querens), by his attorney, John Manship', and John Horshale and Matilda, his wife (deforciantes), concerning 20 shillings rent, with its appurtenances in the suburb of Bristol.¹ John and Matilda acknowledged the rent to be the right of Roger, as that, etc.; and it they remised and quit-claimed from themselves, and the heirs of Matilda, to Roger and his heirs for ever. John and Matilda warranted, for themselves and the heirs of Matilda, to Roger and his heirs. Roger gave John and Matilda 30 marcs of silver.

128. 5 Edward III. *Feet of Fines* 77/58, No. 67. At Westminster.

Between Gilbert Fraunceys of Bristol (querens), by John Manship, his attorney, and John Fraunceys of Bristol, the elder

¹ Commenced by Writ of Covenant.

² Margery, who was the wife of Gilbert Fraunceis, the younger, of Bristol, lodged her claim.

(deforcians), concerning two messuages with their appurtenances in Bristol.¹ John acknowledged the messuages to be the right of Gilbert, and rendered them to him in court. To Have and To Hold to Gilbert and his heirs, of the capital lords, etc. No warranty. Gilbert paid John 20 marcs of silver.

129. 6 *Edward III.*² *Feet of Fines* 77/59, No. 97. *At Westminster.*

Between Roger Turtle of Bristol (querens) and John de Kerdyf, the elder (deforcians), concerning a messuage and 8 pounds of rent with their appurtenances in Bristol and its suburb.¹ John acknowledged the tenements to be the right of Roger, and rendered the rent and an eighth part of the messuage in court. To Have and To Hold to Roger and his heirs of the capital lords, etc. John granted for himself and his heirs that seven parts of the messuage which Thomas Belecher and Cristina, his wife, held for life, out of the inheritance of John, in the town and suburb, at the date of the concord, and which ought to revert to John and his heirs after the death of Thomas and Cristina, should remain after their deaths to Roger and his heirs. To be held, together with the rent and the eighth part, of the capital lords, etc. John and his heirs warranted to Roger and his heirs. Roger gave John 100 marcs of silver.

130. 7 *Edward III.* *Feet of Fines* 77/60, No. 102. *At York.*

Between William atte Vorde (querens) and John, son of Elias Broun of Bristol (impediens), concerning a messuage with its appurtenances in Bristol.³ John acknowledged the messuage to be the right of William, and it he remised and quit-claimed from himself and his heirs to William and his heirs for ever. John and his heirs warranted to William and his heirs. William paid John 100 shillings of silver.

¹ Commenced by Writ of Covenant.

² Final concord commences:

"Hec est . . . apud Westmonasterium a die Pasche in quindecim dies anno regni regis Edwardi Tertii . . . sexto Coram Willelmo de Herle, etc. . . . et postea in Octaba Sancti Michaelis Anno regni ejusdem Regis Edwardi supradicto ibidem concessa et recordata coram eisdem Justiciariis et aliis. . . ."

³ Commenced by Writ of *Warantia Carte*.

131. 9 Edward III.¹ *Feet of Fines* 77/60, No. 118. *At York.*

Between Robert de Wryngton' (querens) and Gilbert Pokerel and Isabella, his wife (deforciantes), concerning a toft with its appurtenances in the suburb of Bristol.² Gilbert and Isabella acknowledged the toft to be the right of Robert, as that, etc. To Have and To Hold to Robert and his heirs, of the capital lords, etc. Warranty by Gilbert and Isabella, for themselves and the heirs of Isabella, to Robert and his heirs. Robert gave Gilbert and Isabella 100 shillings of silver.

132. 9 Edward III. *Feet of Fines* 77/60, No. 119. *At York.*

Between Cecilia, who was the wife of William le Ropare of Bristol (querens), and Henry de Berkele and Johanna, his wife (deforciantes), concerning two shops with their appurtenances in Bristol.² Henry and Johanna acknowledged the shops to be the right of Cecilia, and them remised and quit-claimed from themselves, and the heirs of Johanna, to Cecilia and her heirs for ever. Henry and Johanna warranted, for themselves and the heirs of Johanna, to Cecilia and her heirs. Cecilia gave Henry and Johanna 10 marcs of silver.

133. 10 Edward III. *Feet of Fines* 77/61, No. 135. *At York.*

Between John de Horncastel of Bristol, vyneter (querens), and Richard Estmere of Bristol and Agnes, his wife (deforciantes), concerning half a messuage with its appurtenances in Bristol.² Richard and Agnes acknowledged the half messuage to be the right of John, and rendered it to him in court. To Have and To Hold to John, and his heirs, of the capital lords, etc. Richard and Agnes warranted for themselves and the heirs of Agnes, to John and his heirs. John gave Richard and Agnes 100 shillings of silver.

134. 11 Edward III.³ *Feet of Fines* 77/61, No. 149. *At York.*

Between Roger Turtle of Bristol (querens) and Roger Spert' and Margery, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² Roger Turtle

¹ Final concord commenced :

"Hec est . . . apud Eboracum a die Pasche in tres septimanas anno regni Regis Edwardi tertii nono Coram Willelmo de Herle, etc. . . . Et postea a die Sancte Trinitatis in quindecim dies anno regni ejusdem Regis Edwardi supradicto ibidem concessa et recordata coram eisdem Justiciariis et aliis. . . ."

² Commenced by Writ of Covenant.

³ This final concord commences in a manner similar to Nos. 129 and 131, except, of course, for the alteration of dates.

acknowledged the messuage to be the right of Margery. Roger Spert' and Margery granted the messuage to Roger and rendered it to him in court. To Have and To Hold to Roger Turtle and his heirs, of the capital lords, etc. Roger Spert' and Margery warranted, for themselves and the heirs of Margery, to Roger Turtle and his heirs. No money consideration paid.

135. 12 Edward III. *Feet of Fines* 77/61, No. 150. *At York.*

Between Robert de Wrynketon' of Bristol (querens), and Walter Cote and Margaret, his wife, William Corry and Johanna, his wife, and John Page and Margery, his wife (deforciantes), concerning three parts of a messuage and one toft with their appurtenances in the suburb of Bristol.¹ Walter and Margaret, William and Johanna, John and Margery acknowledged the three parts to be the right of Robert, as those, etc.; and them remised and quit-claimed, from themselves, and the heirs of Margaret, Johanna and Margery, to Robert and his heirs for ever. Walter, Margaret, William, Johanna, John and Margery warranted, for themselves and the heirs of Margaret, Johanna, and Margery, to Robert and his heirs. Robert gave Walter and Margaret, William and Johanna, and John and Margery 100 shillings of silver.

136. 12 Edward III. *Feet of Fines* 77/62, No. 151. *At Westminster.*

Between William le Haukere of Bristol (querens) and John Selk' Peautrer and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John and Johanna acknowledged the messuage to be the right of William, and it remised and quit-claimed from themselves, and the heirs of Johanna, to William and his heirs for ever. John and Johanna warranted, for themselves and the heirs of Johanna, to William and his heirs. William gave John and Johanna 100 shillings of silver.

137. 12 Edward III. *Feet of Fines* 77/62, No. 152. *At York.*

Between Alexander Reynald of Bristol (querens) and John de Budeston' of Bristol and Isabella, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John and Isabella acknowledged the messuage to be the right of Alexander, as that, etc. To Have and To Hold to Alexander and his heirs, of the capital lords, etc. Warranty by

¹ Commenced by Writ of Covenant.

John and Isabella for themselves, and the heirs of Isabella, to Alexander and his heirs. Alexander gave John and Isabella 20 shillings of silver.

138. 12 Edward III. *Feet of Fines* 77/62, No. 153. At York.

Between William le Niwe, maister, of Bristol (querens) and Walter de Tokynton' and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Walter and Johanna acknowledged the messuage to be the right of William, and it remised and quit-claimed from themselves and the heirs of Johanna, to William and his heirs for ever. Walter and Johanna warranted, for themselves and the heirs of Johanna, to William and his heirs. William gave Walter and Johanna 20 shillings of silver.

139. 12 Edward III. *Feet of Fines* 77/62, No. 154. At York.

Between Nicholas de Frompton' (querens) and Gilbert Pokerel and Isabella, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Gilbert and Isabella acknowledged the messuage to be the right of Nicholas, as that, etc. To Have and To Hold to Nicholas and his heirs, of the capital lords, etc. Gilbert and Isabella warranted, for themselves and the heirs of Isabella, to Nicholas and his heirs. Nicholas gave Gilbert and Isabella 100 shillings of silver.²

140. 13 Edward III. *Feet of Fines* 77/62, No. 167. At Westminster.

Between Eborardus le Fraunceys of Bristol (querens), and William Jen of Monmouth and Alicia, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ William and Alicia granted the messuage to Eborardus, and rendered it to him in court. To Have and To Hold to Eborardus and his heirs of the capital lords, etc. William and Alicia warranted, for themselves and the heirs of Alicia, to Eborardus and his heirs. Eborardus gave to William and Alicia 100 shillings of silver.

141. 13 Edward III. *Feet of Fines* 77/62, No. 168. At Westminster.

Between John Sampson of Bristol (querens) and Walter le Whittawiare and Stephana, his wife, and Richard Capy,

¹ Commenced by Writ of Covenant.

² Florence, who was the wife of William Bagge of Bristol, lodged her claim.

Cordewaner and Margery, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Walter and Stephana, Richard and Margery acknowledged the messuage to be the right of John, as that, etc.; and it they remised and quit-claimed from themselves, and the heirs of Stephana and Margery, to John and his heirs for ever. Walter, Stephana, Richard and Margery warranted, for themselves and the heirs of Stephana and Margery, to John and his heirs. John gave Walter, Stephana, Richard and Margery 10 marcs of silver.

142. 13 *Edward III. Feet of Fines 77/62, No. 169. At Westminster.*

Between Robert le White of Bristol and Cristina, his wife (querentes), and William de Wodehull' and Alicia, his wife (deforciantes), concerning a third of a messuage in Bristol.¹ William and Alicia acknowledged the third part to be the right of Cristina, and it they remised and quit-claimed from themselves, and the heirs of Alicia, to Robert and Cristina, and the heirs of Cristina for ever. William and Alicia warranted, for themselves and the heirs of Alicia, to Robert and Cristina, and the heirs of Cristina. Robert and Cristina gave William and Alicia 10 marcs of silver.

143. 13 *Edward III. Feet of Fines 77/62, No. 170. At Westminster.*

Between Philip de Toryton' and Isabella, his wife (querentes), and Eborardus le Fraunceys of Bristol (deforcians), concerning seven messuages and half an acre of land with their appurtenances in Bristol and its suburb.¹ Philip acknowledged the tenements to be the right of Eborardus, as those which Eborardus had of the gift of Philip. Eborardus granted the tenements to Philip and Isabella, and rendered the tenements to them in court. To Have and To Hold to Philip and Isabella, and the heirs of the body of Philip and Isabella, of the capital lords, etc. And if it happened that Philip and Isabella died without such heirs then, after the death of Philip and Isabella, the tenements should remain to the right heirs of Philip, To be held of the capital lords, etc. No warranty.

144. 14 *Edward III. Feet of Fines 77/63, No. 188. At Westminster.*

Between John Hugges of Bristol, burgess (querens), and Robert le Ryche of Bristol, burgess, and Alicia, his wife (deforciantes),

¹ Commenced by Writ of Covenant.

concerning a messuage and two shops with their appurtenances in the suburb of Bristol.¹ Robert and Alicia acknowledged the tenements to be the right of John, and then they remised and quit-claimed, from themselves and the heirs of Alicia to John and his heirs for ever. Warranty by Robert and Alicia, and the heirs of Alicia, to John and his heirs. John gave Robert and Alicia 10 marcs of silver.

145. 14 Edward III. *Feet of Fines* 77/63, No. 189. At Westminster.

Between Roger Beauner of Bristol (querens) and William Lydiard' of Bristol and Juliana, his wife (deforciantes), concerning a toft with its appurtenances in Bristol.¹ William and Juliana acknowledged the toft to be the right of Roger, and it they remised and quit-claimed, from themselves and the heirs of Juliana, to Roger and his heirs for ever. William and Juliana warranted, for themselves and the heirs of Juliana, to Roger and his heirs. Roger gave William and Juliana 10 marcs of silver.

146. 15 Edward III. *Feet of Fines* 77/63, No. 190. At Westminster.

Between Robert de Wryngton' (querens) and Gilbert Pokerel the younger (deforcians), concerning a messuage and toft with its appurtenances in the suburb of Bristol, which Gilbert Pokerel, the elder, and Isabella, his wife, held for life.¹ Gilbert Pokerel, the younger, acknowledged the tenements to be the right of Robert, and granted for himself and his heirs that the said tenements which Gilbert Pokerel, the elder, and Isabella held for life out of his inheritance, and which after their death ought to revert to him, should remain to Robert and his heirs. To be held of the capital lords, etc. Gilbert Pokerel, the younger, warranted for himself and his heirs, to Robert and his heirs. Robert gave Gilbert Pokerel, the younger, 20 marcs of silver.

147. 15 Edward III. *Feet of Fines* 77/63, No. 191. At Westminster.

Between Richard atte Walle, burgess, of Bristol (querens), and Geoffrey Methelan, burgess of Bristol, and Agnes, his wife (deforciantes), concerning a garden with its appurtenances in the suburb of Bristol.¹ Geoffrey and Agnes acknowledged the garden to be the right of Richard, as that, etc. To Have and To Hold to Richard, and his heirs, of the capital lords, etc.

¹ Commenced by Writ of Covenant.

Geoffrey and Agnes warranted, for themselves and the heirs of Agnes, to Richard and his heirs. Richard gave Geoffrey and Agnes 10 marcs of silver.

148. 15 Edward III. *Feet of Fines* 77/63, No. 192. At Westminster.

Between John Horncastel of Bristol (querens) and Geoffrey Methelan of Bristol and Agnes, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Geoffrey and Agnes acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Warranty by Geoffrey and Agnes, for themselves and the heirs of Agnes, to John and his heirs. John gave Geoffrey and Agnes 10 marcs of silver.

149. 15 Edward III. *Feet of Fines* 77/63, No. 193. At Westminster.

Between Robert de Barewe (querens) and Robert le Norreys of Bristol (deforcians), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Robert le Norreys acknowledged the messuage to be the right of Robert de Barewe, and it he remised and quit-claimed, from himself and his heirs to Robert de Barewe and his heirs for ever. Warranty by Robert le Norreys and his heirs, to Robert de Barewe and his heirs. Robert de Barewe gave Robert le Norreys 100 shillings of silver.

150. 16 Edward III. *Feet of Fines* 77/64, No. 209. At Westminster.

Between Thomas le Clerk of Bristol (querens) and Simon Tumbrel and John, son of Robert Tumbrel of Bristol (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Simon and John acknowledged the messuage to be the right of Thomas, as that, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. Simon and John warranted, for themselves and the heirs of Simon, to Thomas and his heirs. Thomas gave Simon and John 100 shillings of silver.

151. 16 Edward III. *Feet of Fines* 77/64, No. 210. At Westminster.

Between John Upoure (querens) and Nicholas Seymore of Bristol, Dowyer, and Cristina, his wife (deforciantes), concerning a toft with its appurtenances in the suburb of Bristol.¹ Nicholas

¹ Commenced by Writ of Covenant.

and Cristina acknowledged the toft to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Warranty by Nicholas and Cristina, and the heirs of Cristina, to John and his heirs. John gave Nicholas and Cristina 100 shillings of silver.

152. 17 Edward III. *Feet of Fines* 77/64, No. 211b. At Westminster.

Between Robert de Wryngton' and Juliana, his wife (querentes), and John de Barton' and Elizabeth, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John and Elizabeth acknowledged the messuage to be the right of Robert, and it they remised and quit-claimed, from themselves and the heirs of Elizabeth, to Robert and Juliana, and the heirs of Robert for ever. John and Elizabeth warranted, for themselves and the heirs of Elizabeth, to Robert and Juliana, and the heirs of Robert. Robert and Juliana gave John and Elizabeth 100 shillings (of silver).

153. 17 Edward III. *Feet of Fines* 77/64, No. 212. At Westminster.

Between William Reynald and Simon Sandwych' (querentes), and Ralph Newemaystre and Alicia, his wife (deforciantes), concerning a messuage and 28 shillings of rent with their appurtenances in Bristol.¹ Ralph and Alicia acknowledged the tenements to be the right of William, as those which William and Simon had, etc. To Have and To Hold to William and Simon, and the heirs William, of the capital lords, etc. Ralph and Alicia warranted, for themselves and the heirs of Alicia, to William and Simon, and the heirs of William. William and Simon gave Ralph and Alicia 20 marcs of silver.

154. 17 Edward III. *Feet of Fines* 77/64, No. 213. At Westminster.

Between Thomas Belechere of Bristol (querens), by Geoffrey Martyn, his attorney, and John Horshale and Matilda, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John and Matilda acknowledged the messuage to be the right of Thomas, as that, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. John and Matilda warranted, for themselves and the heirs of Matilda, to Thomas and his heirs. Thomas gave John and Matilda 100 shillings of silver.

¹ Commenced by Writ of Covenant.

155. 18 Edward III. *Feet of Fines* 77/64, No. 222. At Westminster.

Between Eborardus le Frensh' of Bristol (querens), by Geoffrey Martyn, his attorney, and Thomas de Bury, chaplain (deforcians), concerning a messuage with its appurtenances in Bristol.¹ Thomas acknowledged the messuage to be the right of Eborardus, as that, etc. To Have and To Hold to Eborardus and his heirs, of the capital lords, etc. Thomas warranted, for himself and his heirs, to Eborardus and his heirs. Eborardus gave Thomas 100 shillings of silver.

156. 20 Edward III. *Feet of Fines* 77/66, No. 261. At Westminster.

Between John Horncastell of Bristol (querens) and Geoffrey Mathelan of Bristol, and Agnes, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Geoffrey and Agnes acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Geoffrey and Agnes warranted for themselves and the heirs of Agnes, to John and his heirs. John gave Geoffrey and Agnes 10 marcs of silver.

157. 20 Edward III. *Feet of Fines* 77/66, No. 262. At Westminster.

Between William Hoke of Bristol (querens) and Thomas Lampner and Cristina, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Thomas and Cristina acknowledged the messuage to be the right of William, as that, etc. To Have and To Hold to William and his heirs, of the capital lords, etc. Thomas and Cristina warranted, for themselves and the heirs of Cristina, to William and his heirs. William gave Thomas and Cristina 100 shillings of silver.

158. 20 Edward III. *Feet of Fines* 77/66, No. 263. At Westminster.

Between William le Feltere of Bristol (querens) and Richard de Sutton' of Bristol and Cecilia, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Richard and Cecilia acknowledged the messuage to be the right of William, as that, etc. To Have and To Hold to William and his heirs of the capital lords, etc. Richard and Cecilia

¹ Commenced by Writ of Covenant.

warranted, for themselves and the heirs¹ of Richard, to William and his heirs. William gave Richard and Cecilia 100 shillings of silver.

159. 20 Edward III. *Feet of Fines* 77/66, No. 264. At Westminster.

Between William le Feltere and Edith, his wife (*querentes*), and Isabella, who was the wife of John le Whittaillour, of Bristol, Toukere (*deforcians*), concerning three shops with their appurtenances in the suburb of Bristol.² Isabella acknowledged the shops to be the right of William, as those which William and Edith had, etc. To Have and To Hold to William and Edith, and the heirs of William, of the capital lords, etc. Isabella warranted, for herself and her heirs, to William and Edith, and the heirs of William. William and Edith gave Isabella 20 marcs of silver.

160. 20 Edward III.³ *Feet of Fines* 77/66, No. 265. At Westminster.

Between Stephen de Stowe of Bristol (*querens*) and Robert de Cameleye and Sarra, his wife (*deforciantes*), concerning 20 shillings of rent with its appurtenances in the suburb of Bristol.² Robert and Sarra acknowledged the rent to be the right of Stephen, and rendered it to him in court. To Have and To Hold to Stephen and his heirs, of the capital lords, etc. No warranty. Stephen gave Robert and Sarra 10 marks of silver.

161. 20 Edward III. *Feet of Fines* 77/66, No. 271. At Westminster.

Between Eborardus le Fraunceys, burgess of Bristol (*querens*), and William Kynewyne, burgess of Bristol, and Johanna, his wife (*deforciantes*), concerning three messuages, and 20 pence rent with their appurtenances in Bristol.² William and Johanna acknowledged the tenements to be the right of Eborardus, as those, etc. To Have and To Hold to Eborardus, and his heirs, of the capital lords, etc. William and Johanna warranted, for themselves and the heirs of Johanna, to Eborardus and his heirs. Eborardus gave William and Johanna 10 pounds sterling.

¹ This is another instance of a fine in which husband and wife joined, and the warranty included the heirs of the husband and not the wife.

² Commenced by Writ of Covenant.

³ The record is in bad condition.

162. 21 Edward III. *Feet of Fines* 77/66, No. 273. At Westminster.

Between John de Horncastel of Bristol and James, his son (querentes), and John de Pridie and Elisia, his wife (deforciantes), concerning two messuages with their appurtenances in the suburb of Bristol.¹ John and Elisia acknowledged the messuages to be the right of John de Horncastel, as those which John and James had, etc. To Have and To Hold to John de Horncastel and James, and the heirs of John, of the capital lords, etc. John de Pridie and Elisia warranted, for themselves and the heirs of Elisia, to John de Horncastel and James, and the heirs of John de Horncastel. John de Horncastel and James gave John de Pridie and Elisia 20 marcs of silver.

163. 21 Edward III. *Feet of Fines* 77/66, No. 274. At Westminster.

Between Eborardus le Fraunceys, burgess of Bristol (querens), and Walter de Welyngton', son of Nicholas de Welyngton', and Matilda, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Walter and Matilda acknowledged the messuage to be the right of Eborardus, as that, etc. To Have and To Hold to Eborardus and his heirs, of the capital lords, etc. Walter and Matilda warranted, for themselves and the heirs of Matilda, to Eborardus and his heirs. Eborardus gave Walter and Matilda 100 shillings of silver.

164. 21 Edward III. *Feet of Fines* 77/67, No. 282. At Westminster.

Between Richard atte Walle of Bristol (querens) and Geoffrey Methelan and Agnes, his wife (deforciantes), concerning four shops and two gardens with their appurtenances in the suburb of Bristol.¹ Geoffrey and Agnes acknowledged the tenements to be the right of Richard, as those, etc. To Have and To Hold to Richard and his heirs, of the capital lords, etc. Geoffrey and Agnes warranted, for themselves and the heirs of Agnes, to Richard and his heirs. Richard gave Geoffrey and Agnes 100 shillings of silver.

165. 21 Edward III. *Feet of Fines* 77/67, No. 283. At Westminster.

Between Philip de Torynton' (querens) and John Otery, the elder (deforcians), concerning a messuage with its appurtenances

¹ Commenced by Writ of Covenant.

in Bristol.¹ John acknowledged the messuage to be the right of Philip, as that, etc. To Have and To Hold to Philip and his heirs, of the capital lords, etc. Warranty by John, for himself and his heirs, to Philip and his heirs. Philip gave John 100 shillings of silver.

166. 21 Edward III. *Feet of Fines* 77/67, No. 284. At Westminster.

Between John Horncastel (querens) and John Rycheman de Chypstowe and Margaret, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John Rycheman and Margaret acknowledged the messuage to be the right of John Horncastel, as that, etc. To Have and To Hold to John Horncastel and his heirs, of the capital lords, etc. John Rycheman and Margaret warranted, for themselves and the heirs of Margaret, to John Horncastel and his heirs. John Horncastel gave John Rycheman and Margaret 100 shillings of silver.

167. 21 Edward III. *Feet of Fines* 77/67, No. 285. At Westminster.

Between Eborardus le Faunceys of Bristol (querens) and John Silk' of Bristol, Balauncer, and Johanna, his wife, and William de Eddeston' and Margery, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John, Johanna, William and Margery acknowledged the messuage to be the right of Eborardus, and it they remised and quit-claimed, from themselves and the heirs of Johanna and Margery, to Eborardus and his heirs for ever. John, Johanna, William and Margery warranted, for themselves and the heirs of Johanna and Margery, to Eborardus and his heirs. Eborardus gave John, Johanna, William and Margery 10 marcs of silver.

168. 21 Edward III. *Feet of Fines* 77/67, No. 286. At Westminster.

Between David Benet' (querens) and Stephen atte Celer and Isabella, his wife (deforciantes), concerning 40 shillings of rent with its appurtenances in Bristol, which Isabella Passour held for her life.¹ Stephen and Isabella acknowledged the rent to be the right of David, and granted, for themselves and the heirs of Isabella, that the rent which Isabella Passour held for her life of the inheritance of Isabella, wife of Stephen, and which after

¹ Commenced by Writ of Covenant.

the death of Isabella Passour ought to revert to Stephen and Isabella, and the heirs of Isabella, should remain to David and his heirs. To be held of the capital lords, etc. Stephen and Isabella, and the heirs of Isabella, warranted to David and his heirs. David gave Stephen and Isabella 20 marcs of silver.

169. 22 *Edward III.*¹ *Feet of Fines* 77/67, No. 287. *At Westminster.*

Between Eborardus le Frensh' of Bristol (querens) and Walter de Tokynton', tanner, and Johanna, his wife, and Adam le Clerk', corviser, and Margaret, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² Walter, Johanna, Adam and Margaret acknowledged the messuage to be the right of Eborardus, as that, etc. To Have and To Hold to Eborardus and his heirs, of the capital lords, etc. Walter, Johanna, Adam and Margaret warranted, for themselves and the heirs of Johanna, to Eborardus and his heirs. Eborardus gave Walter, Johanna, Adam and Margaret 100 shillings of silver.

170. 23 *Edward III.* *Feet of Fines* 77/67, No. 299. *At Westminster.*

Between John de Feltre of Bristol and Alicia, his wife (querentes), and Philip Gylle of Bristol and Benedicta, his wife (deforciantes), concerning two messuages and 10 shillings of rent with their appurtenances in the suburb of Bristol.² John and Alicia acknowledged the tenements to be the right of Benedicta. Philip and Benedicta granted the tenements to John and Alicia, and rendered the tenements to them in court. To Have and To Hold to John and Alicia, and the heirs of the body of John and Alicia, of the capital lords, etc. If John and Alicia died without heirs of their bodies, then, after their deaths, the tenement should remain to the right heirs of John. To be held of the capital lords, etc. Philip and Benedicta, and the heirs of Benedicta, warranted to John and Alicia, and the heirs of their bodies, and also to the right heirs of John, if John and Alicia died without heirs of their bodies.

171. 24 *Edward III.* *Feet of Fines* 77/68, No. 301. *At Westminster.*

Between William, son of Henry de Frompton' (querens), by his attorney, William Hayl ("custodem suum ad lucrandum") and Walter Bakton and Edith, his wife (deforciantes), concerning

¹ Final concord commences in the same way as Nos. 129 and 131, except, of course, for the alteration of dates.

² Commenced by Writ of Covenant.

two messuages with their appurtenances in the suburb of Bristol.¹ Walter and Edith acknowledged the messuages to be the right of William, and rendered them to him in court. To Have and To Hold to William and his heirs, of the capital lords, etc. Walter and Edith warranted, for themselves and the heirs of Edith, to William and his heirs. William gave Walter and Edith 20 marcs of silver.

172. 24 Edward III. *Feet of Fines* 77/68, No. 302. At Westminster.

Between Robert Seward and Thomas Babecary (querentes), and Geoffrey Beauflour and Agnes, his wife (deforciantes), concerning two messuages with their appurtenances in the suburb of Bristol.¹ Geoffrey and Agnes acknowledged the messuages to be the right of Robert, and rendered the same to Robert and Thomas in the court. To Have and To Hold to Robert and Thomas, and the heirs of Robert. Warranty by Geoffrey and Agnes, and the heirs of Agnes, to Robert and Thomas and the heirs of Robert. Robert and Thomas gave Geoffrey and Agnes 10 pounds sterling.

173. 24 Edward III. *Feet of Fines* 77/68, No. 303. At Westminster.

Between John Shipman (querens) and Agnes de Medelane (deforcians), concerning a messuage, five shops and 20 shillings of rent with their appurtenances in Bristol and its suburb.¹ Agnes acknowledged the tenements to be the right of John, as those, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Warranty by Agnes and her heirs, to John and his heirs. John gave Agnes 10 marcs of silver.

174. 25 Edward III. *Feet of Fines* 77/68, No. 310. At Westminster.

Between Edmund Blanket and Alicia, his wife (querentes), and Philip Gille and Benedicta, his wife (deforciantes), concerning two shops and one garden with their appurtenances in the suburb of Bristol.¹ Philip and Benedicta acknowledged the tenements to be the right of Edmund, as those which Edmund and Alicia had, etc. To Have and To Hold to Edmund and Alicia, and the heirs of Edmund, of the capital lords, etc. Warranty by Philip and Benedicta, and the heirs of Benedicta, to Edmund and Alicia, and the heirs of Edmund. Edmund and Alicia gave Philip and Benedicta 20 marcs of silver.

¹ Commenced by Writ of Covenant.

175. 25 *Edward III. Feet of Fines 77/68, No. 311. At Westminster.*

Between John Peres and Amicia, his wife (querentes), and Richard de Micklegh and Cecilia, his wife (deforciantes), concerning a messuage and three shops with their appurtenances in Bristol.¹ Richard and Cecilia granted to John and Amicia the said tenements, and rendered the tenements to them in court. To Have and To Hold to John and Amicia, and the heirs of their bodies, of the capital lords, etc. If it happened that John and Amicia died without heirs of their bodies, then after their decease the tenements should remain to William Peres (brother of John) and his heirs. To be held of the capital lords, etc. Richard and Cecilia, and the heirs of Cecilia, warranted to John and Amicia and their heirs as aforesaid, and also to William and his heirs, if John and Amicia died without heirs of their bodies. John and Amicia gave Richard and Cecilia 20 marcs of silver.

176. 25 *Edward III. Feet of Fines 77/68, No. 312. At Westminster.*

Between John Castelacre and Cecilia, his wife (querentes), and William Morslade and Katherine, his wife (deforciantes), concerning half a messuage and shop with their appurtenances in the suburb of Bristol.¹ William and Katherine acknowledged the half messuage and shop to be the right of John, as that which John and Cecilia had, etc. To Have and To Hold to John and Cecilia and the heirs of John, of the capital lords, etc. William and Katherine, and the heirs of Katherine, warranted to John and Cecilia and the heirs of John. John and Cecilia gave William and Katherine 20 marcs of silver.

177. 26 *Edward III. Feet of Fines 77/68, No. 320. At Westminster.*

Between John Stoke (querens) and Robert Prentys and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Robert and Johanna acknowledged the messuage to be the right of John, as that, etc. To Have and To Hold to John and his heirs, of the capital lords, etc. Robert and Johanna, and the heirs² of Robert, warranted to John and his heirs. John gave Robert and Johanna 10 marcs of silver.

¹ Commenced by Writ of Covenant.

² This is unusual in a fine levied by husband and wife.

178. 25 and 26 Edward III.¹ *Feet of Fines* 77/68, No. 321. At Westminster.

Between Edmund Blanket and Alicia, his wife (querentes), and Lucia, daughter of Nicholas de Farleye (deforcians), concerning a messuage with its appurtenances, in the suburb of Bristol.² Lucia acknowledged the messuage to be the right of Edmund, as that which Edmund and Alicia had, etc., and it she remised and quit-claimed, from herself and her heirs, to Edmund and Alicia, and the heirs of Edmund. Lucia warranted for herself and her heirs, to Edmund and Alicia and the heirs of Edmund. Edmund and Alicia gave Lucia 10 marcs of silver.

179. 26 Edward III. *Feet of Fines* 77/68, No. 322. At Westminster.

Between Matthew Seward and Isabella, his wife (querentes), and Robert de Cheddre and Walter Kebbe (deforciantes), concerning a messuage, and two shops with their appurtenances, in the suburb of Bristol.² Matthew and Isabella acknowledged the tenements to be the right of Robert, as those which Robert and Walter had, etc. Robert and Walter granted the tenements to Matthew and Isabella, and rendered the tenements to them in Court. To Have and To Hold to Matthew and Isabella, and the heirs of Matthew of the capital lords, etc. No warranty.

180. 27 Edward III. *Feet of Fines* 77/68. No. 323. At Westminster.

Between Richard Hurel, Spicer (querens), and William Masthoun and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² William and Johanna acknowledged the messuage to be the right of Richard, and it they remised and quit-claimed, from themselves and the heirs of Johanna, to Richard and his heirs. William and Johanna warranted, for themselves and the heirs of Johanna, to Richard and his heirs. Richard gave William and Johanna 10 marcs of silver.

¹ Record commences :—

" Hec est . . . facta . . . apud Westmonasterium a die Sancti Michaelis in quindecim dies anno Regis Edwardi Regis Anglie tertii . . . vicesimo quinto et regni ejusdem Regis Francie duodecimo Coram Johanne de Stonore, etc. . . . Et postea a die Sancti Hillarii in quindecim dies anno regni ejusdem Edwardi Regis Anglie vicesimo sexto et regni sui Francie, etc. . . . ibidem concessa et recordata coram eisdem justiciariis et aliis. . . . "

² Commenced by Writ of Covenant.

181. 27 *Edward III. Feet of Fines 77/68, No. 324. At Westminster.*

Between Walter Derby (querens) and Thomas Otery and Elena, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Thomas and Elena acknowledged the messuage to be the right of Walter, as that, etc. To Have and To Hold to Walter and his heirs, of the capital lords, etc. Thomas and Elena, and the heirs of Elena, warranted to Walter and his heirs. Walter gave Thomas and Elena 10 marcs of silver.

182. 27 *Edward III. Feet of Fines 77/68, No. 325. At Westminster.*

Between Walter Frompton' (querens) and William Somerton of Bristol, and Margery, his wife (deforciantes), concerning 13s. 4d. rent with its appurtenances, in the suburb of Bristol.¹ William and Margery acknowledged the rent to be the right of Walter, as that, etc. To Have and To Hold to Walter and his heirs of the capital lords, etc. No warranty. Walter paid William and Margery 20 marcs of silver.

183. 27 *Edward III. Feet of Fines 77/69, No. 326. At Westminster.*

Between Thomas Moigne Knight (querens) and John Wyke, Toukere, and Isabella, his wife (deforciantes), concerning two messuages with their appurtenances in Bristol.¹ John and Isabella acknowledged the messuages to be the right of Thomas, as those, etc. To Have and To Hold to Thomas and his heirs, of the capital lords, etc. John and Isabella warranted, for themselves and the heirs of Isabella, to Thomas and his heirs. Thomas gave John and Isabella 10 marcs of silver.

184. 27 *Edward III. Feet of Fines 77/69, No. 327. At Westminster.*

Between William de Peyto and Isabella, his wife (querentes), and Roger atte Halle, chaplain, and Simon de Walton (deforciantes), concerning forty messuages with their appurtenances in Bristol and its suburb.¹ William and Isabella acknowledged the messuages to be the right of Roger, as those which Roger and Simon had, etc. To Have and To Hold to Roger and Simon, and the heirs of Roger, of the capital lords, etc. William and Isabella warranted, for themselves and the heirs of Isabella, to Roger and Simon, and the heirs of Roger. Roger and Simon gave William and Isabella 40 marcs of silver.

¹ Commenced by Writ of Covenant.

185. 27 *Edward III. Feet of Fines 77/69, No. 337b.*
At Westminster.

Between Edmund Blanket and Alice, his wife (querentes), and John Castelacre and Cecilia, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John and Cecilia acknowledged the messuage to be the right of Edmund, as that which Edmund and Alice had, etc. To Have and To Hold to Edmund and Alice and the heirs of Edmund of the capital lords, etc. John and Cecilia warranted, for themselves and the heirs of² John, to Edmund and Alice and the heirs of Edmund. Edmund and Alice gave John and Cecilia 10 marcs of silver.

186. 28 *Edward III. Feet of Fines 77/69, No. 338. At Westminster.*

Between Walter de Frompton, burgess of Bristol (querens), and Thomas Moigne, Knight (deforcians), concerning two messuages with their appurtenances in Bristol.¹ Thomas acknowledged the messuages to be the right of Walter, as those, etc., and them remised and quit-claimed, from himself and his heirs, to Walter and his heirs for ever. Thomas and his heirs warranted to Walter and his heirs. Walter gave Thomas 20 marcs of silver.

187. 28 *Edward III. Feet of Fines 77/69, No. 339. At Westminster.*

Between Walter le Kyng' and Agnes, his wife (querentes), and John Peres of Bristol and Amicia, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John and Amicia acknowledged the messuage to be the right of Walter, and rendered it to Walter and Agnes in Court. To Have and To Hold to Walter and Agnes, and the heirs of Walter, of the capital lords, etc. John and Amicia, and the heirs of John, warranted to Walter and Agnes, and the heirs of Walter. Walter and Agnes gave John and Amicia 10 marcs of silver.

188. 28 *Edward III. Feet of Fines 77/69, No. 340. At Westminster.*

Between Reginald Peerle de Salop' and Johanna, his wife (querentes), and Richard de Lavelly, Chaplain, and Thomas de Tyford, Chaplain (deforciantes), concerning two messuages with

¹ Commenced by Writ of Covenant.

² This is unusual in a fine levied by husband and wife.

their appurtenances in Bristol.¹ Reginald and Johanna acknowledged the messuages to be the right of Richard, as those which Richard and Thomas had, etc. Richard and Thomas granted the messuages to Reginald and Johanna, and rendered the messuages to them in court. To Have and To Hold to Reginald and Johanna and the heirs of their bodies, of the capital lords, etc. If Reginald and Johanna died without heirs of their bodies, then after their decease the messuages should remain to the right heirs of Reginald. To be held of the capital lords, etc.

189. 28 *Edward III.* *Feet of Fines* 77/69, No. 341. *At Westminster.*

Between Edmund Blanket and Alicia, his wife (*querentes*), and Philip Gille and Benedicta, his wife (*deforciantes*), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Philip and Benedicta acknowledged the messuage to be the right of Edmund, as that which Edmund and Alicia had, etc. To Have and To Hold to Edmund and Alicia, and the heirs of Edmund, of the capital lords, etc. Philip and Benedicta and the heirs of Benedicta, warranted to Edmund and Alicia, and the heirs of Edmund. Edmund and Alicia gave Philip and Benedicta 10 marcs of silver.

190. 28 and 29 *Edward III.*² *Feet of Fines* 77/69, No. 349.

Between Walter Derby of Bristol (*querens*) and Geoffrey Bardeneye (*deforcians*), concerning a messuage with its appurtenances in Bristol.¹ Geoffrey acknowledged the messuage to be the right of Walter, as that, etc., and it he remised and quit-claimed, from himself and his heirs, to Walter and his heirs for ever. Geoffrey and his heirs warranted to Walter and his heirs. Walter gave Geoffrey 20 marcs of silver.

191. 29 *Edward III.*³ *Feet of Fines* 78/70, No. 356. *At Westminster.*

Between John Ergleis of Bristol (*querens*) and John Freo and Margaret, his wife (*deforciantes*), concerning a messuage with its appurtenances in the suburb of Bristol.¹ John Freo and Margaret acknowledged the messuage to be the right of John Ergleis, and it they remised and quit-claimed from themselves and the heirs of (words missing) to John Ergleis and his heirs for ever. No warranty. John Ergleis gave John Freo and Margaret 10 marcs of silver.

¹ Commenced by Writ of Covenant.

² This fine appears to begin in a similar manner to Nos. 129 and 131. The record is damaged.

³ Record damaged.

192. 29 Edward III.¹ *Feet of Fines* 78/70, No. 360. At Westminster.

Between John Peres of Bristol (querens) and Walter Walding and Alicia, his wife (deforciantes), concerning half a messuage with its appurtenances in Bristol.² Walter and Alicia acknowledged the half messuage to be the right of John, and it they remised and quit-claimed, from themselves and the heirs of Alicia, to John and his heirs for ever. Walter and Alicia, and the heirs of Alicia, warranted to John and his heirs. John gave Walter and Alicia 10 (marcs of silver).

193. 30 Edward III.¹ *Feet of Fines* 78/70, No. 370. At Westminster.

Between Geoffrey (*record illegible*) (querens) and Richard de Poulesham and Margaret, his wife (deforciantes), concerning ten messuages, ten (*record illegible*) of one acre of land, with their appurtenances in the suburb of Bristol.² Richard and Margaret acknowledged the tenements to be the right of Geoffrey, and them they remised and quit-claimed, from themselves and the heirs of Margaret, to Geoffrey and his heirs for ever. Richard and Margaret, and the heirs of Margaret, warranted to Geoffrey and his heirs (*record illegible*) marcs of silver.

194. 30 Edward III.¹ *Feet of Fines* 78/70, No. 371. At Westminster.

Between Alexander Moys of Bristol (querens) and (John, *record illegible*) of Bristol, and Amy, his wife (deforciantes), concerning a messuage with its appurtenances at (*record illegible*).² (John and Amy) acknowledged the messuage to be the right of Alexander, as that, etc. To Have and To Hold to Alexander, and his heirs of the capital lords, etc. John (and Amy) and the heirs of Amy, warranted to Alexander and his heirs. (Alexander gave John) and Amy 20 marcs of silver.

195. 31 Edward III.¹ *Feet of Fines* 78/70, No. 372. At Westminster.

Between William Somerwelle (querens) and Thomas, son of Thomas (*record illegible*) (deforcians), concerning 42s. rent with its appurtenances in Bristol and its suburb.² Thomas acknowledged (the rent) to be the right of William, and rendered it to him in court. To Have and To Hold to William (and his heirs) of the capital lords, etc. (Thomas) and his heirs warranted to William and his heirs. William gave (Thomas . . .) marcs of silver.

¹ Record damaged.

² Commenced by Writ of Covenant.

196. 31 *Edward III.*¹ *Feet of Fines* 78/70, No. 373. *At Westminster.*

Between John More, Chaplain, and John de Batesford (querentes), and Philip (Gille and Benedicta, his wife) (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² Philip and Benedicta acknowledged the messuage (to be the right of John) de Batesford, as that which he and John More had, etc. To Have and To Hold to John and John, and the heirs of John de Batesford, of the capital lords, etc. Philip and Benedicta (and the heirs) of Benedicta warranted to John and John, and the heirs of John (de Batesford. John and John) gave Philip and Benedicta 20 marcs of silver.

197. 32 *Edward III.*¹ *Feet of Fines* 78/71, No. 388. *At Westminster.*

Between John de Wycombe of Bristol, the elder (querens), and John de Feltere of Bristol, and Alice, his wife (deforciantes), concerning a messuage and thirteen (shillings and) fourpence rent with their appurtenances in the suburb of Bristol.² John de Feltere and Alice acknowledged the tenements to be the (right of John) de Wycombe, and then they remised and quit-claimed, from themselves (and the heirs of Alicia) to John de Wycombe and his heirs for ever. Warranty by John le Feltere (and Alicia), and the heirs of Alicia, to John de Wycombe and his heirs. (John de Wycombe) gave John le Feltere and Alicia 100 marcs of silver.

198. 33 *Edward III.*¹ *Feet of Fines* 78/71, No. 389. *At Westminster.*³

Between Walter, son of Robert Muleward' (querens), and John Cokir and (Isabella), his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² John and Isabella acknowledged the messuage to be (the right of Walter), as that, etc. To Have and To Hold (to Walter and his heirs) of the capital lords, etc. Warranty by (John and Isa)bella, and the heirs of Isabella, to Walter (and his heirs. Walter) gave John and Isabella 10 marcs of silver.

¹ Record damaged.

² Commenced by Writ of Covenant.

³ This fine has clause: "Et postea . . . etc.," as in No. 129; the same judges and the same year.

199. 33 *Edward III.*¹ *Feet of Fines* 78/71, No. 390. *At Westminster.*

Between John Blanket (querens) and Thomas Otery and Elena, his wife (deforciantes), (concerning a) messuage and one shop with their appurtenances in Bristol and its suburb.² Thomas and Elena acknowledged (the tenements) to be the right of John, as those, etc. (To Have and To Hold) to John and his heirs, of the capital lords, etc. Thomas and Elena, and the heirs of Thomas,³ warranted to John and his heirs. John gave Thomas and Elena 20 marcs of silver.

200. 34 *Edward III.* *Feet of Fines* 78/72, No. 405. *At Westminster.*

Between William Portlond and Matilda, his wife (querentes), (and Geoffrey Mar)tyn and Beatrice, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.² Geoffrey and Beatrice acknowledged (the messuage) to be the right of William, as that which William and Matilda had, etc. To Have and To Hold to William and Matilda, and the heirs of William (of the capital lords, etc.). Warranty³ by Geoffrey (and Beatrice), and the heirs of Geoffrey, to William and Matilda and the heirs of (William). (William) and Matilda gave Geoffrey and Beatrice 10 marcs of silver.

201. 35 *Edward III.* *Feet of Fines* 78/72, No. 410a. *At Westminster.*

Between (Richard, son) of Nicholas le Haukere (querens), and Thomas Horn' de Rotelond, Chaplain (deforcians), concerning three (*record illegible*) and two shops with their appurtenances in the suburb of Bristol.² Thomas acknowledged the tenements to be the right of (Richard), as those which Richard had, etc. To Have and To Hold (to Richard and his heirs), of the capital lords, etc. Warranty by Thomas and his heirs, to Richard and his heirs. Richard (gave) Thomas 100 marcs of silver.

202. 35 *Edward III.* *Feet of Fines* 78/72, No. 410b. *At Westminster.*

Between John Hakeston', burgess of Bristol (querens), by John Whitele, his attorney, and John Thorp' of Bristol, mercer, and Margaret, his wife (deforciantes), concerning a messuage

¹ Record damaged.

² Commenced by Writ of Covenant.

³ This is unusual in a fine levied by husband and wife.

with its appurtenances in the suburb of Bristol.¹ John Thorp' and Margaret acknowledged the messuage to be the right of John Hakeston, as that, etc. To Have and To Hold to John Hakeston and his heirs, of the capital lords, etc. Warranty by John Thorp' and Margaret, and the heirs of Margaret, to John Hakeston and his heirs. John Hakeston gave John Thorp' and Margaret 10 marcs of silver.

203. 35 *Edward III. Feet of Fines 78/72, No. 411. At Westminster.*

Between John Hakeston' (querens), by Richard Dorchestre, his attorney, and William Northerne and Alicia, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ William and Alicia acknowledged the messuage to be the right of John, and it they remised and quit-claimed, from themselves and the heirs of Alicia, to John and his heirs for ever. Warranty by William and Alicia, and the heirs of Alicia, to John and his heirs. John gave William and Alicia 10 marcs of silver.

204. 36 *Edward III.² Feet of Fines 78/72, No. 417. At Westminster.*

(Between) Ralph Dunsterre, of Bristol, and Milicent, his wife (querentes), and John Murslegh' and Alicia, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John and Alicia granted the messuage to Ralph and Millicent, and rendered it to them in court. To Have and To Hold to (Ralph) and Millicent, and the heirs of their bodies, of the capital lords, etc. If it should happen that Ralph and Milicent should die without heirs of their bodies, then, (after) their decease, the messuage should remain to the right heirs of Ralph, to hold of the capital lords, etc. Ralph and Milicent gave John and Alicia 10 marcs of silver.

205. 36 *Edward III. Feet of Fines 78/72, No. 418. At Westminster.*

Between John Rede, of Bristol (querens), and William Dalewey and Johanna, his wife (deforciantes), concerning two messuages, with their appurtenances in the suburb of Bristol.¹ William and Johanna acknowledged the messuages to be the right of John, and them they remised and quit-claimed from

¹ Commenced by Writ of Covenant.

² Record damaged.

themselves and the heirs of Johanna, to John and his heirs for ever. Warranty by William and Johanna, and the heirs of Johanna, to John and his heirs. John gave William and Johanna 10 marcs of silver.

206. 36 Edward III. *Feet of Fines* 78/72, No. 419. At Westminster.

Between John de Bath' of Bristol (querens) and Philip le Longe of Bristol and Alicia, his wife (deforciantes), concerning a messuage, twelve shops, and 20s. of rent with their appurtenances in the suburb of Bristol.¹ Philip and Alicia acknowledged the tenements to be the right of John, as those, etc. To Have and To Hold to John and his heirs of the capital lords, etc. No warranty. John gave Philip and Alicia 100 marcs of silver.

207. 36 Edward III. *Feet of Fines* 78/72, No. 420. At Westminster.

Between William Filberd (querens) and John Goby (deforcians) concerning a messuage with its appurtenances in Bristol.¹ John acknowledged the messuage to be the right of William, as that, etc., and it he remised and quit-claimed from himself and his heirs, to William and his heirs for ever. Warranty by John and his heirs, to William and his heirs. William gave John 20 marcs of silver.

208. 36 Edward III.² *Feet of Fines* 78/72, No. 421. At Westminster.

Between John de Hakeston' of Bristol and Johanna, his wife (querentes), and (Walter) of Evesham, Chaplain, and John de Wotton' (deforciantes), concerning nine messuages, five shops, four acres of land and 68s. 8d. (rent, with their appurtenances in) Bristol and its suburb, and Blaksworth.¹ John de Hakeston' and (Johanna) acknowledged the tenements to be the right of Walter, of which Walter and John de Wotton' had five messuages, the aforesaid shops, lands, rent, and half of a messuage with their appurtenances, by gift of John de Hakeston' and Johanna. Walter and John de Wotton' granted the tenements to John de Hakeston' and Johanna, and rendered the tenements to them in court. To Have and To Hold to John de Hakeston' and Johanna, and the heirs of their bodies, of the capital lords, etc.; and if it should happen that John de Hakeston' and Johanna

¹ Commenced by Writ of Covenant.

² Record damaged. Year illegible.

died without heirs of their bodies, then, after the deaths of John and Johanna, the tenements should remain to the right heirs of John de Hakeston', to be held of the capital lords, etc. John de Hakeston' and Johanna granted, for themselves, and the heirs of Johanna, that all the remainder of the aforesaid tenements, to wit a messuage and half of a messuage, with their appurtenances, which John de Baltesburgh' held for his life by the law of England,¹ and also two messuages, with their appurtenances, which Margery Kerdif held for her life, out of the inheritance of Johanna, in the said suburb on the day on which the present concord was made, and which, after the death of John de Baltesburgh' and Margery, ought to revert to John de Hakeston' and Johanna and the heirs of Johanna, should remain, after the death of John de Baltesburgh' and Margery, to Walter and John de Wotton' and the heirs of Walter, to be held (of the capital lords, etc.). John de Hakeston' and Johanna and the heirs of Johanna (warranted to Walter and John de) Wotton, and the heirs of Walter, the same messuages and the half messuage with their appurtenances.

209. 37 *Edward III. Feet of Fines* 78/73, No. 432. *At Westminster.*

Between Walter de Frompton' (querens), and John Bytheweye of Newent and Alicia, his wife (deforciantes), concerning two messuages with their appurtenances in Bristol.² John and Alicia acknowledged the messuages to be the right of Walter, and them they remised and quit-claimed, from themselves and the heirs of Alicia, to Walter and his heirs for ever. Warranty by John and Alicia, and the heirs of Alicia, to Walter and his heirs. Walter gave John and Alicia 20 marcs of silver.

210. 37 *Edward III. Feet of Fines* 78/73, No. 433. *At Westminster.*

Between Walter Derby of Bristol (querens) and John Gonyes (deforcians), concerning a messuage and 9s. 6d. rent with their appurtenances in Bristol.² John acknowledged the tenements to be the right of Walter, as those, etc., and them he remised and quit-claimed, from himself and his heirs, to Walter and his heirs for ever. Warranty by John and his heirs, to Walter and his heirs. Walter gave John 20 marcs of silver.

¹ *i.e.* as tenant by the courtesy.

² Commenced by Writ of Covenant.

211. 38 Edward III. *Feet of Fines* 78/73, No. 445. At Westminster.

Between Richard Thornyng', ferour (querens) and John atte Celer, of Bristol, burgess, and Cecilia, his wife (deforciantes), concerning two shops with their appurtenances in Bristol.¹ John and Cecilia acknowledged the shops to be the right of Richard, as those, etc., and them they remised and quit-claimed, from themselves and the heirs of Cecilia, to Richard and his heirs, for ever. John and Cecilia warranted for themselves and the heirs of Cecilia, to Richard and his heirs. Richard gave John and Cecilia 10 marcs of silver.

212. 42 Edward III. *Feet of Fines* 78/74, No. 469. At Westminster.

Between Richard Spicer of Bristol (querens) and Richard, son of Roger de Cobyngdon (deforcians), concerning eight messuages, thirty shops, a cellar, ten acres of land and 23s. of rent with their appurtenances in Bristol and its suburb.¹ Richard, son of Roger, acknowledged the tenements to be the right of Richard Spicer, and them he remised and quit-claimed, from himself and his heirs, to Richard Spicer and his heirs, for ever. Richard, son of Roger, warranted for himself and his heirs, to Richard Spicer and his heirs. Richard Spicer gave Richard, son of Roger, 200 marcs of silver.

213. 42 Edward III. *Feet of Fines* 78/74, No. 470. At Westminster.

Between William Cheddre and William Draper, Chaplain (querentes), and Richard Arthur and Isabella, his wife (deforciantes), concerning two messuages and four acres of land with their appurtenances in the suburb of Bristol.¹ Richard and Isabella acknowledged the tenements to be the right of William Draper, as those which he and William Cheddre had, etc. To Have and To Hold to William and William, and the heirs of William Draper, of the capital lords, etc. Warranty by Richard and Isabella and the heirs of Isabella, to William and William, and the heirs of William Draper. William and William gave Richard and Isabella 100 marcs of silver.

¹ Commenced by Writ of Covenant.

214. 42 *Edward III. Feet of Fines 78/74, No. 471. At Westminster.*

Between Walter de Frompton' (querens) and John atte Celer and Cecilia, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John and Cecilia acknowledged the messuage to be the right of Walter, and they rendered it to him in court. To Have and To Hold to Walter and his heirs, of the capital lords, etc. Warranty² by John and Cecilia, and the heirs of John, to Walter and his heirs. Walter gave John and Cecilia 10 marcs of silver.

215. 43 *Edward III. Feet of Fines 78/75, No. 485. At Westminster.*

Between Richard Spicer, burgess of the town of Bristol (querens), and Roger Cornyssh and Alicia, his wife (deforciantes), concerning four shops and half an acre of land with their appurtenances in the suburb of Bristol.¹ Roger and Alicia acknowledged the tenements to be the right of Richard, and then they remised and quit-claimed, from themselves and the heirs of Alicia, to Richard and his heirs for ever. Warranty by Roger and Alicia, and the heirs of Alicia, to Richard and his heirs. Richard gave Roger and Alicia 20 marcs of silver.

216. 43 *Edward III. Feet of Fines 78/75, No. 486a. At Westminster.*

Between Edward Fort' (querens) and William Cheny and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ William and Johanna acknowledged the messuage to be the right of Edward, and rendered it to him in court. To Have and To Hold to Edward and his heirs, of the capital lords, etc. No warranty. Edward gave William and Johanna 20 marcs of silver.

217. 44 *Edward III. Feet of Fines 78/75, No. 487. At Westminster.*

Between Walter de Frompton' of Bristol, Merchant, and Isabella, his wife (querentes), and Roger Cornyssh and Alicia, his wife (deforciantes), concerning a messuage and a garden with their appurtenances in Bristol. Roger and Alicia acknowledged the tenements to be the right of Walter, as those which Walter and Isabella had, etc., and then they remised and quit-claimed,

¹ Commenced by Writ of Covenant.

² This is unusual in the case of a fine levied by husband and wife.

from themselves and the heirs of Alicia, to Walter and Isabella, and the heirs of Walter, for ever. Roger and Alicia and the heirs of Alicia, warranted to Walter and Isabella, and the heirs of Walter. Walter and Isabella gave Roger and Alicia 20 marcs of silver.

218. 44 *Edward III. Feet of Fines 78/75, No. 488. At Westminster.*

Between Walter de Frompton' of Bristol, Merchant, and Isabella, his wife (querentes), and Richard Fowy and Agnes, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Richard and Agnes acknowledged the messuage to be the right of Walter, as that which he and Isabella had, etc., and it they remised and quit-claimed from themselves, and the heirs of Agnes, to Walter and Isabella, and the heirs of Walter for ever. Richard and Agnes warranted, for themselves and the heirs of Agnes, to Walter and Isabella, and the heirs of Walter. Walter and Isabella gave Richard and Agnes 10 marcs of silver.

219. 44 *Edward III. Feet of Fines 78/75, No. 489. At Westminster.*

Between Thomas Pendelesford, Chaplain, and Peter de Tyverton' Chaplain (querentes), and Richard Fowey, Mason, and Agnes, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Richard and Agnes acknowledged the messuage to be the right of Thomas, as that which Thomas and Peter had, etc., and it they remised and quit-claimed, from themselves and the heirs of Agnes, to Thomas and Peter, and the heirs of Thomas, for ever. Richard and Agnes, and the heirs of Agnes, warranted to Thomas and Peter, and the heirs of Thomas. Thomas and Peter gave Richard and Agnes 20 marcs of silver.

220. 44 *Edward III. Feet of Fines 78/75, No. 490. At Westminster.*

Between John, Prior of Bath (querens) and Hugh Leygrave and Johanna, his wife (deforciantes), concerning two messuages, and two shops with their appurtenances in Bristol.¹ Hugh and Johanna acknowledged the tenements to be the right of the Prior, and of his Church of St. Peter and Paul, Bath, and them they remised and quit-claimed, from themselves and the heirs of Johanna, to the Prior, and his successors and his Church aforesaid

¹ Commenced by Writ of Covenant.

for ever. No warranty. The Prior gave Hugh and Johanna 20 marcs of silver.

221. 44 *Edward III. Feet of Fines 78/75, No. 498. At Westminster.*

Between John Somerwill' of Bristol (querens) and Nicholas Davy and Margaret, his wife (deforciantes), concerning a messuage, and two shops with their appurtenances in Bristol and its suburb.¹ Nicholas and Margaret acknowledged the tenements to be the right of John, as those, etc., and then they remised and quit-claimed, from themselves and the heirs of Margaret, to John and his heirs for ever. Nicholas and Margaret, and the heirs of Margaret, warranted to John and his heirs. John gave Nicholas and Margaret 10 marcs of silver.

222. 44 and 45 *Edward III. Feet of Fines 78/75, No. 499. At Westminster.*

Between John Hanham (querens) and John, son of Philip Toryton' of Bristol (deforciantes), concerning a messuage with its appurtenances, in the suburb of Bristol, which Richard Hoper, of Bristol, held for his life.¹ John, son of Philip, acknowledged the messuage to be the right of John Hanham, and granted for himself and his heirs, that the aforesaid messuage with its appurtenances which Richard held for his life of the inheritance of John, son of Philip, in the aforesaid suburb, on the day on which this concord was made, and which, after the death of Richard, ought to revert to John, son of Philip, and his heirs, should, after the death of Richard, remain to John Hanham and his heirs, to be held of the capital lords, etc. John, son of Philip, and his heirs warranted to John Hanham and his heirs. John Hanham gave John, son of Philip, 20 marcs of silver.

223. 45 *Edward III. Feet of Fines 78/75, No. 500. At Westminster.*

Between William Somerwelle of Bristol (querens) and John Bathe of Bristol, Butcher, and Alice, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John and Alice acknowledged the messuage to be the right of William, and it they remised and quit-claimed from themselves, and the heirs of John, to William and his heirs for ever. Warranty² by John and Alice, and the heirs of John, to William and his heirs. William gave John and Alice 10 marcs of silver.

¹ Commenced by Writ of Covenant.

² This is unusual in a fine levied by husband and wife.

224. 45 *Edward III. Feet of Fines, 78/76, No. 501. At Westminster.*

Between Elias Spelly of Bristol (querens) and Hugh Leygrave and Johanna, his wife (deforciantes), concerning a messuage with its appurtenances in the suburb of Bristol.¹ Hugh and Johanna acknowledged the messuage to be the right of Elias, as that, etc., and it they remised and quit-claimed, from themselves and the heirs of Johanna, to Elias and his heirs for ever. Warranty by Hugh and Johanna, and the heirs of Johanna, to Elias and his heirs. Elias gave Hugh and Johanna 10 marcs of silver.

225. 46 *Edward III. Feet of Fines 78/76, No. 517. At Westminster.*

Between Thomas Taylour de Borford, Chaplain (querens), and John Bedford' de Morthnewenton' and Christina, his wife (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ John and Christina acknowledged the messuage to be the right of Thomas, as that, etc., and it they remised and quit-claimed, from themselves and the heirs of Christina, to Thomas and his heirs for ever. No warranty. Thomas gave John and Christina 20 marcs of silver.

226. 47 *Edward III. Feet of Fines 78/76, No. 518. At Westminster.*

Between Thomas Botener of Bristol (querens) and Thomas Taylour de Boreford, Chaplain (deforciantes), concerning a messuage with its appurtenances in Bristol.¹ Thomas Taylour acknowledged the messuage to be the right of Thomas Botener, as that, etc., and it he remised and quit-claimed from himself and his heirs, to Thomas Botener and his heirs for ever. No warranty. Thomas Botener gave Thomas Taylour 100 marcs of silver.

¹ Commenced by Writ of Covenant.

CALENDAR AND SUMMARY OF BRISTOL DEEDS OF THE THIRTEENTH AND FOURTEENTH CENTURIES.

A certain number of thirteenth-century deeds have been grouped and calendared; the remainder, with the fourteenth-century deeds, have been summarized.

CALENDAR OF SOME THIRTEENTH-CENTURY DEEDS.

(a) POST OBIT GIFT.

Deed No. 13.¹ This deed is, unfortunately, of uncertain date, though from the handwriting it is possible to conjecture that its date was approximately 1260.

GRANTOR.	Adam Barun.
GRANTEES.	God, and St. James's Church, and the Monks serving God there, in pure and perpetual alms.
PARCELS.	Rent of 6d. "quos percipient singulis annis ad pascha imperpetuum . . . post decessum meum vel postquam vitam meam mutavero si deus michi inspiraverit. . . . Interim vero singulis annis dum vixero unam libram cimini de me percipient nomine dicti redditus."
PROVISOS.	(a) Prior and Monks to receive Grantor and his parents, dead or alive, into their fraternity. (b) On death of the Grantor his name to be inscribed "martirologio suo." (c) Grantor left his body to God, and the said church, if he should die in or near Bristol.
SEALED.	By Grantor.
WITNESSES.	Non-official.

NOTE.—According to Pollock and Maitland,² the *post obit* gift disappeared in England late in the twelfth century, firstly because deathbed gifts were objectionable as calculated to lead to an immoderate disposition of the inheritance by one at death's door, and secondly, because the doctrine "*traditionibus et usucapionibus dominia rerum, non nudis pactis transferuntur*" was "ringing in the ears" of all the lawyers. The first objection

¹ This reference is to the summary of deeds (pp. 266 *sqq.*).

² Pollock and Maitland, *H.E.L.*, vol. ii, p. 326 *sqq.*; see also p. 20 *supra*.

would not be of much force in a borough permitting devise, but the second objection would be important.

It will be noted that the rent was apparently already in existence, and was paid to the Grantor by one William de Cayrdif. Without attaching too much importance to this document, it is a little curious to find it at so late a date ; the render of a pound of cummin until the gift should take effect would appear to indicate an attempt to surmount the second objection.

(b) LEASES.

1. Deed No. 32. This deed is dated 1253.

LESSOR. Eufemia, daughter of John Bomeys deceased, and William, her son.

LESSEE. Robert Pistor.

PARCELS. Messuage, curtilage, etc.

HABENDUM. Lessee, his heirs and assigns "ad faciendum de dicto tenemento . . . sicuti idem Robertus et heredes vel assignati sui melius et utilius viderint expedire usque ad terminum XVI annorum."

REDDENDUM. To Lessor and her heirs a marc, payable quarterly.

COVENANTS AND PROVISOS. 1. The Lessee, at his own cost, to keep the premises in repair and protected against wind and rain, except for one portion thereof, which the Lessor and her heirs were to repair.

2. If the Lessor made default in repairing her portion, Lessee to be at liberty to repair it and to recover the cost of so doing at the end of the term, and to retain that portion of the premises until payment was made.

WARRANTY. By Lessor and her son, for themselves and their heirs.

SEALED. By all parties.

WITNESSES. Non-official.

2. Deed No. 57.

DATED. 1260.

LESSORS. Richard Tincter and Emma, his wife.

LESSEE. Richard Wyse.

PARCELS.	Messuage, etc.
HABENDUM.	To Lessee, his heirs and assigns "ad faciendum," etc. (substantially as in Deed No. 32) for the term of twelve years.
REDDENUM.	(a) To Priory of St. James 8s. a year, by quarterly payments. (b) To St. Nicholas Church 12d. a year. (c) To the Hospital of St. John the Baptist 12d. a year. (d) For langable 5d. a year.
CONSIDERATION.	40s.
WARRANTY.	By Lessors for themselves, their heirs and assigns.
PROVISOS.	(a) If the Lessors, or either of them, or their heirs, desired to sell or pledge the property during, or after the term, the Lessee, his heirs and assigns should have a right of pre-emption at one besant ¹ less than anyone else. (b) Lessors to keep the messuage in repair, and to preserve it from wind and rain. (c) If the Lessee should incur expense in repairs he should be re-imbursed at the end of the term, and should retain the premises until payment had been made to him.
SEALED.	By all parties.
WITNESSES.	Official.

3. Deed No. 49.

DATED.	1279.
LESSOR.	Eva, widow of Selebrond Pistor.
LESSEE.	Richard de Mangodesfeld.
PARCELS.	Land, etc.
HABENDUM.	To Lessee, his heirs and assigns for sixty years "libere quiete pacifice et integre sine contradictione vel calumpnia cujuscumque."
REDDENDUM.	(a) To King for langable 3 $\frac{3}{4}$ d. (b) To Priory of St. James 3d.

¹ The expression used in the deed is "uno bizanco."

- PROVISOS. (a) At the end of the term the Lessor, her heirs and assigns, to pay to the Lessee all sums spent by him on repairs to the premises.
 (b) Lessee to retain the property until he should have been reimbursed all such sums.
 (c) In ascertaining the amount of such expense, Lessee's bare word to be sufficient without any other proof.
- CONSIDERATION. Two marcs.
- WARRANTY. By Lessor for herself, her heirs and assigns.
- SEALED. By both parties.
- WITNESSES. Constable of Bristol Castle and the bailiffs, etc.

4. Deed No. 51.

- DATED. 1282.
- LESSOR. Hugh Wallensis.
- LESSEE. William de Lichefeld.
- PARCELS. Two acres of arable land.
- HABENDUM. To Lessee, his heirs or assigns, "libere quiete etc." for 24 years.
- CONSIDERATION. Referred to, but the amount not stated.
- WARRANTY. By Lessor, for himself, his heirs and assigns.
- PROVISOS. If, by reason of breach of the agreement, the Lessee should suffer loss, the Lessor bound all his possessions both moveable and immoveable to be distrained and retained without replevy by the bailiff, until all such loss was made good. The amount of such loss to be ascertained by the oath of the Lessee without further proof. The Lessor to pay to the person who distrained half a marc of silver. The Lessor undertook that if he, his heirs or assigns, wished to sell or pledge the property, the Lessee should have a right of pre-emption for one besant less than anyone else.
 The Lessor agreed to submit to the jurisdiction or coercion of any judge or secular bailiff whom the Lessee should choose.
- SEALED. By both parties.
- WITNESSES. Non-official.

5. Deed No. 64.

DATED.	1294.
ASSIGNORS.	Richard de Calne and Robert Sanekyn, executors of the will of Egidius de Berneleby.
ASSIGNEE.	Joceus de Reyny.
RECITALS.	(1) That Egidius, in his last will, appointed the assignors his executors for the administration of all the goods and tenements which he had obtained in Bristol and its suburb, "ad ordinacionem nostram vendenda." (2) That the executors desiring to carry out the testator's wishes "ad ipsius debita acquietanda et exequias suas complendas secundum morem et consuetudinem Bristollie," ¹ had sold to the assignee the lease of a certain garden held by the deceased for sixty years.
HABENDUM.	To the assignee, his heirs and assigns, "libere quiete . . . secundum tenorem scriptorum predictorum" (that is, the lease of the premises to the deceased).
SEALED.	By the assignors.
WITNESSES.	Official.

NOTE.—It will be noticed that document 32 shows a rent reserved to the lessor, but no lump sum paid down, while documents 57, 49 and 51 show precisely the reverse; this difference is accompanied by another, for it will also be noticed that, while the former lease was not particularly favourable to the lessee, the latter were remarkably so, and must have been either mortgages, or those "beneficial leases" to which Pollock and Maitland² refers, granted by persons who desired to raise a capital sum and adopted that method of doing so; the fact that the documents do not resemble those appropriate to a gage for years³ suggests that they were not the former.

There is a curious case in the Assize Rolls.⁴ Robert Pycard brought a writ of entry against his tenant Stephan de Parys on

¹ This reference is to the executors' power of sale which has already been referred to.

² *H.E.L.*, vol. ii, p. 112.

³ Madox, *Formulare Anglicanum*, forms 230, 509

⁴ Assize Roll 278, membrane 15.

the ground that the latter's term had expired. The defendant, while admitting the demise, pleaded, firstly, that the term still had three years to run, as appeared from the lease, and, secondly, that by the lease the plaintiff was bound to pay him 24 marcs, and to reimburse him all sums spent on repairs before having the premises back again.

The plaintiff admitted that the term had not expired, but stated that it had only two years to run (that was confirmed by an inspection of the lease): he also admitted his liability for 24 marcs, which he offered to pay then and there; he further expressed his willingness to reimburse the lessee for money spent on repairs, etc., "*per visum et discretionem proborum et legalium hominum.*"

Jurors were chosen, who assessed the cost of repairs at 6 marcs, and of new buildings at 40s.; these amounts the plaintiff agreed to pay at a fixed future date or, in default, that the sheriff "*fieri faciat de terris et catallis, etc. . . .*"

The defendant admitted himself content, and agreed to hand over the premises to the plaintiff at the expiration of the term; he also undertook to pay to the plaintiff, on a fixed future day, 9 marcs, arrears of a "certain annual rent."

This transaction has all the appearance of a mortgage, although the references to the arrears of rent payable by the defendant, and to his obvious intention to retain the premises until the end of the term, although he had received his 24 marcs, are rather puzzling.

(c) CONVEYANCES BY MARRIED WOMEN.¹

1. Deed No. 31. Dated 1245. (This has already been dealt with fully on p. 114.)

2. Deed No. 30.

DATED. *Circa 1256.*

GRANTOR. Roger de Waterford, with consent and assent of Helena, his wife.

GRANTEE. Reginald de Bath.

¹ It must be remembered that the joinder of a married woman in a conveyance suggests one of three possibilities: the property was her own (subject, of course, to the husband's rights during marriage), or it was property in which she and her husband had been granted a joint interest, or it was property of which she had been expressly endowed.

PARCELS. 2s. rent of assize payable half yearly, and all right which the Grantor had, or could have, in the property out of which the rent issued (subject to a rent of one pound of cummin, payable to the House of St. James annually.)

HABENDUM. To Grantee "et suis attornatis plene et integre jure hereditario imperpetuum."

SEALED. By Grantor.

WITNESSES. Official.

3. Deed No. 29.

DATED. *Circa 1257.*

GRANTOR. William Dugh' and Isabella, his wife.

GRANTEE. William Warner.

PARCELS. All land, etc. ". . . quam cepi in liberum maritagium cum Isabella uxore mea de manu Warneri patris ejusdam Isabelle."

HABENDUM. Grantee and his heirs "in feodo et hereditate *de nobis* et heredibus *nostris* libere, etc."

REDDENDUM. To the Grantees, and their heirs, a penny a year.

PROVISO. Grantee, his heirs and assigns, to have power to give, sell, pledge or exchange as they chose.

CONSIDERATION. 7 marcs.

WARRANTY. By William and Isabella for themselves and their heirs.

SEALED. By both husband and wife.

WITNESSES. Official.

NOTE.—This is obviously a case in which husband and wife were jointly interested ; a not unusual circumstance in the case of frank-marriage. The alienation was, of course, prior to *De Donis*.

4. Deed No. 57. Dated 1260. (This deed has already been analysed, and will be found under the head of "Leases.")

5. Deed No. 59.

DATED. *Circa 1275.*

GRANTOR. Thomas Kyt and Cecilia, his wife, "unanimi assensu et voluntate."

Kiet

GRANTEE.	John Seynole.
PARCELS.	(a) A messuage. (b) A piece of ground.
HABENDUM.	To the Grantee, his heirs and assigns, "de nobis et heredibus nostris . . . bene et pacifice ad faciendum inde totum libitum eorum in omnibus imperpetuum."
REDDENDUM.	(a) To Grantors and their heirs a rose annually. (b) To the Mass of the Blessed Mary in St. Thomas's Church 33d. annually, payable quarterly. (c) "Capitali domino . . ." 3d. for langable, on Hokday and at the Feast of St. Michael.
CONSIDERATION.	Referred to, but amount not specified.
WARRANTY.	By husband and wife, for themselves, their heirs and assigns.
SEALED.	By husband and wife.
WITNESSES.	Official.

NOTE.—It is not clear from the deed whether the property was the sole property of the wife, or property in which both were interested. The form of the deed would suggest the latter, but as to this see the note to Deed No. 21.¹

6. Deed No. 48.

DATED.	<i>Circa</i> 1278.
GRANTOR.	Cecilia Bolyere, widow of Adam Bolyere, with the consent and assent of John de Josne (her second husband).
GRANTEE.	God and the Blessed Mary, in free, pure, and perpetual alms for the maintenance of the Mass of the Blessed Mary at St. Nicholas Church.
PARCELS.	Half a marc rent of assize.
HABENDUM.	"Predictam dimidiam marcam . . . percipiendam ad quatuor anni terminos . . . libere, etc. . . . et in jure hereditario imperpetuum."

¹ *Infra*, p. 256.

WARRANTY.	By Cecilia, for herself, her heirs and assigns.
SEALED.	By Cecilia.
WITNESSES.	Official.

NOTE.—This was clearly the wife's property ; it will be noticed that the husband did not convey with the assent of his wife, but *vice versa* ; the form of the warranty would also appear to be conclusive.

7. Deed No. 21. (Of the date of this deed it can only be said that it would appear from the handwriting to be late thirteenth century.)

GRANTOR.	Howell, son of Worgam of Llandaf, and Cecilia, his wife.
GRANTEE.	William, son of David of Newport.
PARCELS.	Land, etc.
HABENDUM.	To the Grantee, his heirs and assigns, of the Grantors, their heirs and assigns, "in feodo et hereditate, etc."
REDDENDUM.	(a) To the Grantees and their heirs, annually, 24s. (b) "Capitali domino feodi," 3 $\frac{3}{4}$ d. langable.
PROVISOS.	(a) Grantee, and his heirs, to be free to give, sell, pledge, or exchange as they thought fit, except to men of religion and Jews. (b) Grantors to have right of pre-emption at 12d. less than anyone else ; such right to be exercised within fifteen days of offer.
CONSIDERATION.	10s. "de introitu."
WARRANTY.	By the Grantors, for themselves and their heirs.

NOTE.—The form of this deed is of some importance. It will be noticed that the conveyance was by the husband and wife (not by the husband with the consent of the wife, or *vice versa*), that the *habendum* expressed that the land should be held "*de nobis et heredibus nostris*," and that the warranty was by "*nos et heredes nostri*." Without further knowledge of the facts, this would appear to be a conveyance of property in which husband and wife were jointly interested. As it happens, however, there is another deed in which the wife alone was Grantor, and seeing that it deals with precisely the same property, and that the

contents (*mutatis mutandis*), the witnesses, and the handwriting of the two deeds are identical, it is possible that, for some reason, the husband was omitted in the first deed, and that the second was executed to make this omission good; from the fact that one deed was a conveyance by the wife alone, it would seem certain that the property was hers.

8. Deed No. 67. Dated 1296.

This was an agreement between Jocus de Reyny and his wife, Agnes, daughter of Egidius de Berneleby, deceased, of the one part, and Agnes's sister, Isabell, of the other part.

Certain pieces of land were inherited by Agnes and Isabell on their father's death; Isabell brought an action of *Novel Disseisin* in respect of her purparty before two of the king's justices.

The friends of the parties intervened, however, and a partition was arrived at by the agreement of the parties, the husband of Agnes joining therein.

(d) CONVEYANCES TO CHURCHES OR FOR OTHER ECCLESIASTICAL PURPOSES.

FRANKALMOIGN.

1. Deed No. 3.

DATE.	Uncertain.
GRANTOR.	John Welylocon.
GRANTEE.	The confraternity of priests of Bristol, in pure and perpetual alms.
PARCELS.	12d. rent, to be allocated to the priest celebrating for the souls of the brethren and sisters of the confraternity.
HABENDUM.	"Percipiendos annuatim per manus Thome de Cliveden et successorum suorum."
WARRANTY.	By Grantor, for himself, his heirs and attorneys, but not expressed to be for the benefit of anyone or anything.
SEALED.	By Grantor.

2. Deed No. 15.

DATE.	Uncertain.
GRANTOR.	Ysolda, widow of John Selarius.

GRANTEES.	God, and Church of St. James, Bristol, and the Monks there, in pure and perpetual alms "absque ullo retenemento mei vel heredum meorum."
PARCELS.	Land and messuage.
HABENDUM.	To St. James's Church and the Monks "ad faciendum inde totum libitum eorum libere, etc. . . . imperpetuum."
REDDENDUM.	(a) To Jacob la Warre and his assigns, yearly, a pair of white gloves of the price of $\frac{1}{2}$ d., or a $\frac{1}{2}$ d. (b) To Peter la Warre and his assigns 8s. a year, by equal quarterly payments.
WARRANTY.	None.
SEALED.	By Grantor.

3. Deed No. 41.

DATE.	<i>Circa 1236.</i>
GRANTOR.	Robert Aurifaber.
GRANTEE.	God, and the chaplain celebrating the Mass of the Blessed Virgin Mary in St. Nicholas's Church.
PARCELS.	Two stone houses, in pure and perpetual alms.
HABENDUM.	None.
PROVISOS.	(a) The said chaplain to be elected by the Mayor of Bristol and the Senescals of the Gild Merchant of Bristol. (b) That "nullus prelatuſ eccleſiaſticuſ de dicta terra vel ejus redditu ſe intromittat." (c) The Mayor and Senescals ſhould arrange for the Maſſ to be celebrated as they directed, but at St. Nicholas's Church, and not elſewhere. (d) That the ſtone houſe to the eaſt of the houſes conveyed, and the other fees formerly held by the Grantor of John de Noble, ſhould acquit the property of langable and other ſervices.
WARRANTY.	None.
SEALED.	By the Grantor.

4. Deed No. 39.

DATE.	<i>Circa</i> 1240.
GRANTOR.	John Welissote.
GRANTEE.	God, and Blessed Mary, in pure and perpetual alms.
PARCELS.	6d., rent of assize, towards the maintenance of a Mass to be celebrated in the new Chapel of the Blessed Virgin in St. Thomas's Church, Redcliffe.
HABENDUM.	None, but the deed provided "percipiendos annuatim de Selewy le mercer et de heredibus suis vel de suis assignatis et solvendos . . . parochianis dicte misse memorate virginis."
WARRANTY.	By Grantor.

5. Deed No. 42.

DATE.	<i>Circa</i> 1250.
GRANTOR.	Idonea Ganseil, widow of Richard Hunter.
GRANTEE.	God, Church of the Blessed Mary and St. James of Bristol, and to the monks serving God there, in pure and perpetual alms.
PARCELS.	(a) Seven acres of arable land. (b) John, son of Aylwin, "cum tota sequela sua."
HABENDUM.	As to (a). Of the Grantor and her heirs for ever . . . "sine omni exactione seculari ad me vel ad heredes meos pertinenti."
WARRANTY.	None.
SEALED.	By Grantor.

6. Deed No. 28.

DATED.	<i>Circa</i> 1268.
GRANTOR.	William Blundus and Johanna, his wife.
GRANTEE.	"Ad operationes ecclesie beate Marie de Redclive," in free, pure and perpetual alms.
PARCELS.	Land, etc.

HABENDUM.	Of the Grantors, their heirs and assigns, "ad operationes, etc., libere, etc., imperpetuum."
WARRANTY.	By William Blundus and Johanna, for themselves, their heirs and assigns, "ad operationes predicte ecclesie."
SEALED.	By both husband and wife.

7. Deed No. 58.

DATED.	<i>Circa</i> 1268.
GRANTOR.	Peter le Martre.
GRANTEE.	God, and the Altar of the Blessed Mary in St. Werburgh's Church, "ad sustentacionem unius capellani," in free, pure and perpetual alms.
PARCELS.	3s. rent.
HABENDUM.	To God, and the said Altar, and "ad sustentacionem unius capellani."
WARRANTY.	None.
SEALED.	By Grantor.

8. Deed No. 46.

DATED.	<i>Circa</i> 1272.
GRANTOR.	Thomas Long.
GRANTEE.	God, and the service of the Blessed Mary in St. Thomas's Church, and the lamp in front of the Cross there, in free, pure and perpetual alms.
PARCELS.	Land and buildings, of which the front portion was to maintain the service of the Blessed Mary in the said Church, and the back portion to maintain "quoddam mortarium" burning nightly before the Cross in the Church, and also a lamp burning before the said Cross.
HABENDUM.	None.
PROVISOS.	"Procurator dicti servicii" to pay :— (a) To Ivo de Buriton and his heirs 6d. a year. (b) To the lord of the fee, a pound of pepper annually, and (c) To the Hospital of St. James 6d. annually.
SEALED.	By Grantor.

9. Deed No. 47.

DATED.	1275.
GRANTOR.	Johanna, widow of William Blundus.
GRANTEE.	"Ad operaciones" of St. Mary Redcliffe Church. in free, pure and perpetual alms.
PARCELS.	Land and buildings.
HABENDUM.	Of the Grantor, her heirs and assigns "ad operaciones, etc."
WARRANTY.	By Grantor, for herself, her heirs and assigns "ad operaciones, etc."
SEALED.	By Grantor.

10. Deed No. 7. (Very late thirteenth century.)

GRANTOR.	Hawisia Aylward.
GRANTEE.	God, and Church of St. James, and the Prior and Monks serving God there, in free, pure and perpetual alms.
PARCELS.	A messuage and 2s. rent.
HABENDUM.	To Prior and Monks, and their successors, "absque impedimento mei vel heredum meorum seu assignatorum meorum libere . . . in liberam puram et perpetuam eleemosinam imperpetuum."
WARRANTY.	None.
SEALED.	By Grantor, who also stated "sacramentum prestiti corporale."

11. Deed No. 24. (Very late thirteenth century.)

GRANTOR.	Matilda Aylward.
GRANTEE.	Parcels and <i>Habendum</i> as in last deed.
WARRANTY.	None.
SEALED.	By the Grantor, who did not pledge her oath.

NOTE.—These two documents are obviously conveyances by sisters, who were disposing by separate deeds of a property of which they were co-parceners.

NOT FRANKALMOIGN.

I. Deed No. 69.

DATE.	Probably <i>circa</i> 1247.
GRANTOR.	Lawrence, the Mercer.
GRANTEE.	God, Blessed Mary, and All Saints, for a lamp in the Church of All Saints.
PARCELS.	6d. rent of assize.
HABENDUM.	"Ad luminare dicte ecclesie omnium sanctorum libere . . . imperpetuum."
WARRANTY.	By Grantor, for herself, and her heirs, "ad dictum luminare."
SEALED.	By Grantor.

2. Deed No. 22.

DATE.	Uncertain.
GRANTOR.	Thomas Kibbel.
GRANTEE.	God, and "ad sustentacionem celebracionis beate Marie misse" in Redcliffe Church.
PARCELS.	2s. rent of assize "percipiendos annuatim . . . sub hac forma . . . videlicet omnibus diebus vite mee . . . tres denarios . . . et post decessum meum dictos duos solidos. . . ."
PROVISO.	Rent to be received and disposed of by the parishioners of St. Mary Redcliffe, and their proctors only, and not by the Rectors and Vicars, and their proctors.
HABENDUM.	"Ad sustentacionem predictæ misse . . . absque contradictione aliqua mei vel heredum meorum."
WARRANTY.	By Grantor, for himself, and his heirs, "ad sustentacionem, etc."
SEALED.	By Grantor.

3. Deed No. 27.

DATED.	1268.
GRANTOR.	Stephen de Gohusel, "ad sustentacionem unius lampadis . . . ante altare Sancte Crucis," in the Church of All Saints.

RECITALS.	(a) Hugh Kytt in his last will bequeathed 12d., rent of assize "ad sustentacionem, etc.," to be paid out of certain specified land.	10
	(b) The Grantor afterwards took the said land "in feodum et hereditatem."	
PARCELS.	The said rent.	
HABENDUM.	"Imperpetuum solvendo," half yearly at stated dates.	
SEALED.	By Grantor.	

4. Deed No. 56.

DATED.	<i>Circa</i> 1289.
GRANTOR.	Thomas de Berkeley.
GRANTEE.	God, and the Blessed Mary, and to the use of the Church of St. Thomas, for making and maintaining a cemetery.
PARCELS.	2s. rent "quos nomine langabuli annuatim percipere consuevi" from two pieces of land lying in the Grantor's fee in St. Thomas Street, which two pieces of land had been granted by the owners to the Church for enlarging the cemetery "meo assensu."
SEALED.	By Grantor.

DEEDS OF MISCELLANEOUS INTEREST.

1. Deed No. 4.

DATE.	Uncertain. (<i>Dower.</i>)
GRANTOR.	Emma, widow of Herbert de Pilstret.
GRANTEE.	"Sustentacioni misse" of the Blessed Mary in Redcliffe Church.
PARCELS.	All right and claim which, in the name of dower or otherwise, the Grantor had in two stalls which her husband, in his will, bequeathed "sustentacioni, etc., . . . post decessum meum."

HABENDUM.	"Sustentacioni, etc. . . . libere quiete, etc., absque contradictione cujuscumque imperpetuum."
WARRANTY.	None.
PROVISOS.	If the Grantor, or anyone in her name, should disturb the grant in word or deed, the Dean of Redcliffe for the time being, should publicly and solemnly excommunicate such person "candelis accensis et pulsatis campanis," and should denounce such person as excommunicate, until, not only had the disturbance ceased, but a penalty of 40s. had been paid, to be applied "fabrice dicte ecclesie."
SEALED.	By Grantor.

NOTE.—There is no very obvious reason for the "anathema" clause in this deed.

2. Deed No. 38.

DATED.	1243. (<i>Confirmation by the lord of his tenant's grant.</i>)
GRANTOR.	John Hose.
GRANTEE.	Simon le Clerc.
PARCELS.	Gift and grant which Isolda Hose, the Grantor's sister, had made to the Grantee, of a large stone house which the Grantor gave to Isolda "pro homagio et servicio suo."
HABENDUM.	To the Grantee, his heirs and assigns, of Isolda and her heirs, "sine omni contradictione mei vel heredum meorum."
SEALED.	By Grantor.

NOTE.—This deed has already been commented on.¹

3. Deed No. 34. Dated 1245. (*Freebench.*)

Maria, widow of John de Beanneys, delivered to Richard, her son-in-law, half a house formerly belonging to John, her husband, which he had given to Richard in frank-marriage with Eufemia, his daughter. The half in question is described in the deed as that adjoining Richard's own land.

¹ See page 103.

Maria granted that Richard, and his wife and family, should live with her in the house (that is the whole house), he, by reason of his frank-marriage, and she, by reason of her freebench; but that if it should happen that such cohabitation should become impossible, a division of her freebench and his frank-marriage should be made "per visum proborum et legalium virorum"; in this case Richard, at his own expense, was to make two doors in Maria's portion, one opening into the street and the other into the curtilage.

NOTE.—No other deed has been found containing a reference to the widow's right of freebench.

4. Deed No. 42. Dated 1248. (*Transfer of Villein and his "sequela."*)

This has already been dealt with under the head of "Conveyances in Frankalmoign."¹

5. Deed No. 10. Dated 1254. (*Tyna Castri.*)

A dispute had arisen between the Abbot and Convent of Tewkesbury and the Prior of St. James on the one hand, and William Adrian on the other, as to a claim by the Prior of St. James to two sestars of ale, in respect of a tenement in the Parish of St. Peter.

At last, on the petition of "proborum virorum Bristollie," the action was compromised on the following terms:—

(a) William Adrian granted for himself, his heirs, assigns, and tenants of the said tenement, that the Prior and Monks of St. James should take from each brewing of ale (for sale) one sestar of six gallons "sine omni contradictione predicti Willelmi et heredum et tenentium in dicto habitantium."

(b) That William Adrian, his heirs and assigns and tenants should give annually half a pound of cummin.

The deed was sealed by both parties.

NOTE.—This deed has a relation to the question of "*Tyna Castri*," which was referred to on pp. 141 *sqq.*

¹ See p. 259. For deeds containing somewhat similar provisions see Madox, *Formulare Anglicanum*, pp. 189, 201.

THIRTEENTH-CENTURY DEEDS.¹

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
1	—	1. Thomas, son of Matthew Rufus. 2. John de Beanneis.	Land near St. Jacob's, would be outside the walls.)	John de Beanneis and his heirs, of Thomas and his heirs " <i>in feodo et hereditate</i> ."	(a) To Thomas and his heirs, half a marc of silver payable half yearly. (b) To the lord of the fee 12d. langable. (c) " <i>In mutacione heredium unam Libram cuncti</i> ."	<i>See footnote 2.</i>	By Thomas for himself and his heirs.	Non-official.
2	—	1. Agatha, daughter of Thomas Long (in <i>liege poustie</i>). 2. Peter Marescal.	Land and buildings and curtilage (in suburb).	Peter, his heirs and assigns, of Agatha and her heirs, <i>in feodo et hereditate</i> ."	(a) To Agatha, her heirs and assigns, 9s. payable quarterly.	<i>See footnote 3.</i>	By Agatha, for herself, her heirs and assigns.	<i>Ditto.</i>
3	—	<i>See page 257.</i>						
4	—	<i>See page 263.</i>						
5	—	This was a grant of a fair, and certain other things, by William, Earl of Gloucester, to God and the Church of St. James. Although extremely important for other purposes, it hardly concerns this work.						

¹ All the deeds except those marked * are preserved at the Bristol Museum.² "Et licet predicto Johanni et heredibus suis predictam terram dare vel vendere aut invadiare cuicumque voluerint preterquam Judeis salvo redditu meo."³ "Licet etiam dicto Petro et heredibus suis et suis assignatis totam predictam terram . . . dare vendere invadiare vel excambire cuicumque voluerint preterquam viris religiosis aut Judeis."

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
6	—	1. William de Neyare, son and heir of William de Neyare, with consent and assent of Edith, his wife. 2. William de Filtone. <i>See page 261.</i>	Vacant land in Brodemede(suburb)	William de Filtone, his heirs and assigns, of William de Neyare and Edith, and their heirs "in feodo hereditario."	1. To Edith, her heirs and assigns, half a pound of cummin, or a silver half penny. 2. 7d. to Priory of St. James.	<i>See footnote 1.</i>	For William de Neyare and Edith, and their heirs. ²	Non-official.
7	—	<i>Does not concern our present subject.</i>						
8	—	1. Richard, son of Thomas de Laredelond. 2. Emma, widow of Thomas. <i>See page 265.</i>	Half an acre of land which Thomas assigned to her by his will, and which formerly belonged to William de Laredelond. ³	Emma, and her assigns, for her life, of Richard, his heirs, and assigns.	1. To Prior of St. James, 64d. 2. To Richard, his heirs, and assigns, id.	<i>See footnote 4.</i>	By Richard, for himself, his heirs and assigns.	Non-official.
10	—	<i>Does not concern our present subject.</i>						
11	—							

¹ "Ego vero dictus (Willelmus) pro me et heredibus meis concessi dicto Willelmo de Filtone et heredibus et assignatis suis quod si dictam terram (*described in Parcels*) quam Alicia (*record torn*) juxta eandem terram tenet post obitum dicte matris mee vendere vel aliquo alienare modo quod dictus Willelmus de Filtone heredes et assignati sui Ernt inde propiores omnibus aliis de sex denariis argenti."

² The Warranty proceeds: "Et si per defectum warantie nostre dictam terram amiserint nos vel heredes nostri faciemus eis rationabile excambium de terra illa a latere quam dicta Alicia tenet post obitum ejusdem Alicie Ego vero dicta Editha [*next three words illegible*] juravi et affidavi nunquam dictam terram [*record torn*] vel calumpniare."

³ This was probably land which Thomas had inherited from William, and which he was therefore incapable of devising by will.

⁴ A superfluous provision to the following effect: "Et post obitum suum tota predicta dimidia, etc. . . . ad me et heredes meos vel assignatos sine alicujus contradictione revertetur."

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
12	—	<i>Does not concern our present subject.</i>						
13	—	<i>See page 248.</i>						
14	—	1. William Springant 2. William Bishop.	Land in the suburb.	<i>See footnote 1.</i>	<i>See footnote 2.</i>	—	By William Springant for himself, his heirs and assigns.	Non-official.
15	—	<i>See page 257.</i>						
16	—	1. John Cocus de Kyngestone. 2. Lucas de Trubrige.	Land in the suburb.	To Lucas, his heirs and assigns, of John, his heirs and assigns.	To Henry Duramur 5s. (silver).	<i>See footnote 3.</i>	By John for himself, his heirs and assigns.	<i>Ditto.</i>
17	—	1. Adam, son of Reginald Chislet. 2. Adam Scrinarius.	Land in the suburb.	To grantee, his heirs and assigns, of grantor, his heirs and assigns.	To grantor, his heirs and assigns, 7d.	—	By grantor, for himself, his heirs and assigns.	<i>Ditto.</i>
18*	—	1. Andulfus, son of Philip de Tettebur. 2. Henry de Badminton.	Land. ⁴	<i>Ditto.</i>	1. To grantor, his heirs and assigns, 9d. 2. To the king, $\frac{1}{2}$ d.	—	<i>Ditto.</i>	<i>Ditto.</i>

¹ This *Habendum* is in the following form: "Habendam et Tenendam totam predictam terram cum edificiis . . . libere, quiete, pacifice et integre cum omni jure hereditario." It is to be observed that the Grantee was not mentioned in the *Habendum*, and that the alienation was not by subinfeudation.

² The *Reddendum* was as follows: "Reddendo inde annuatim michi et heredibus et assignatis meis ipse Willelmus Bissop et heredes et assignati sui unum denarium, . . . Domine de Stoweye sex denarios pro langabulo et domui Sancti Johannis Baptiste de Redeclyf duos denarios. . . ."

³ "Et dictus Lucas heredes ac assignati sui ibidem constructa propriis sumptibus emendabunt et sustinebunt in adeo bono statu vel meliori sicut dictus Lucas ea recepit et licet dicto Luce heredibus seu assignatis suis dictam terram . . . dare vendere assignare, legare, cuiumque voluerint salvo redditu predicto."

⁴ There is nothing in the Parcels to identify the position of this.

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
19*	—	1. Alicia Mansel. 2. Laurence le Mercer.	Rent of assize of 6d., issuing out of land in the town.	To Laurence, his heirs and assigns.	—	—	By grantor, for herself and her heirs.	Non-official.
20*	—	1. Cecilia daughter of John le Warre. 2. William, son of David de Novo Burgo.	Land in Parish of All Saints (within the walls).	Grantee, his heirs and assigns, of grantor and his heirs.	1. To grantor, his heirs and assigns, 24s a year. 2. "Capituli Domino feodi," for langable 3 ³ / ₄ d.	See footnote 1.	For grantor and her heirs.	Ditto.
21*	—	See page 256.						
22	—	See page 262.						
23	—	1. Geoffrey Long, Philip Alb', John Hagenham and John Bruselaunce. (Proctors of St. Mary Redcliffe.) 2. William Kybbel.	Land in suburb, bequeathed by the will of William, son of Ralph Kybbel.	Grantee, his heirs and assigns, of the grantors and their successors.	To grantors ² and their successors, 18d.	See footnote 3.	For grantors and their successors.	Ditto.
24	—	See page 261.						

1 "Et licet predicto Willelmo et heredibus suis et assignatis suis totam predictam terram . . . dare invadiare vel excambire cuicumque voluerint preterquam viris religiosis et Judeis salvo supradicto redditu nostro per annum set si eam vendere voluerint erimus nos inde propiores omnibus aliis de duodecim denariis argenti Ita quod vendicionem illam impedire non poterimus ultra proximos quindecim dies postquam nobis oblata fuerit."

2 "Nec predictus Willelmus Kybbel vel heredes sui vel sui assignati tenentur respondere vel solvere predictum redditum Rectori neque vicario nec alicui de mundo nisi commodo procuratoribus service beate Marie de Radclyve qui pro tempore fuerint."

3 "Licet vero predicto Willelmo Kybbel et heredibus suis vel suis assignatis totam predictam terram dare vendere legare invadiare vel cuicumque assignare voluerint exceptis viris religiosis et Judeis salvo supradicto redditu per annum et salvis novem denariis domino feodi pro langabulo." There was also a power of re-entry on non-payment of the rent.

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witness.
25	—	1. Agnes, daughter of Aylward Young, with consent and assent of Amicia, her daughter and heir. 2. Margery, her daughter. ¹	Land in suburb.	Grantee and her heirs, " <i>sine omni calumpnia et contradictione mei vel heredium meorum.</i> "	—	<i>See footnote 2.</i>	None.	Non-official.
26	—	1. Walter Blundus (son and heir of William Blundus) and his wife Johanna. 2. Church of St. Mary Redcliffe.	Premises in suburb.	—	Quit claim by Walter for himself and his heirs.	—	—	Official.
27	—	<i>See page 262.</i>						
28	—	<i>See page 259.</i>						
29	—	<i>See page 254.</i>						
30	—	<i>See page 253.</i>						
31 ⁴	—	<i>See page 253.</i>						
32	—	<i>See page 249.</i>						

¹ The description of the grantee is followed by the words "ad se consulendum"; the force of this expression is not apparent.

² The consideration for the grant was expressed to be as follows: " . . . dedit michi Willelmus filius Nicholai nepos meus viginti solidos sterlingorum et preter hoc acquietavit predictam terram et alias terras meas de Judaysmo." William's connection with the transaction is not apparent.

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
33*	1247	1. Henry Langbord, son of Henry Lang- bord. 2. Walter de Panes.	Premises in Worchesslupstrete.	To grantee, his heirs and assigns, of grantor, his heirs and assigns. ¹	1. To Grantor, his heirs and assigns, a pair of white gloves costing a silver half- penny, or a halfpenny. 2. To lord the accustomed services.	—	Grantor, for himself, his heirs and assigns.	Official.
34	—	<i>See page 264.</i>						
35	1245	Terms of compromise	of a suit between	Agnes Gansel and	John de Saldemere.			
36	1251	1. Walter Palmer. 2. Richard de Biannets.	Land in suburb.	To Grantee, his heirs and assigns, of grantor and his heirs.	To grantor, his heirs and assigns, 4s. 9d.	<i>See footnote 2.</i>	Grantor, for himself, his heirs and assigns.	Official.
37	1248	<i>See page 104.</i>						
38	—	<i>See page 264.</i>						
39	—	<i>See page 259.</i>						
40	1236	1. Thomas Mathias. 2. Will. Passemer.	A rent of 18s. issuing out of a larger rent of 20s. (rent of assize), payable out of property in the suburb.	To Grantee, his heirs and assigns, of grantor and his heirs.	To grantor and his heirs, a pair of white gloves or a silver halfpenny.	<i>See footnote 3.</i>	Grantor, for himself and his heirs.	Non-official.

¹ The *Habendum* concluded with the words "ad faciendum inde totum libitum suum in omnibus."

² "Et licet dicto Ricardo de Biannets et heredibus vel assignatis suis totam dictam terram . . . dare vendere et assignare vel excambire cuicumque voluerint salvo redditu supradicto per annum preterquam viris religiosis aut Judeis."

³ "Licet etiam dicto Willelmo et heredibus suis vel suis assignatis predictos octodecim solidos annui redditus dare vendere invadiare vel excambire cuicumque voluerint absque omni reclamacione mei et heredum meorum. . . Pro hac autem donacione et concessione et presentis carte mee confirmacione dedit michi predictus Willelmus quatuordecim marcas sterlingorum ad me et dictum redditum et alias terras et redditus meos acquietandos de iudaismo."

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
41	—	See page 258.						
42	—	See page 259.						
43	? 1236	1. Proctors of St. Mary Redcliffe. 2. William de Ledebir'. ¹	Premises in suburb.	To grantee, his heirs and assigns, of grantors and their successors.	1. To fabric of St. Mary's, half a marc.	—	—	Official.
44	—	1. Elena la Toukar. 2. Simon de Belo (sic) Campo.	Land in la Redonde ² (suburb).	To grantee, his heirs and assigns.	Due and accustomed services to lord of the fee.	—	—	Non-official.
45*	1272	1. Margery, daughter of William de Albedeston and widow of Walter Clerk. 2. Walter Panes.	Premises in Worcheslupestret.	To grantee, his heirs and assigns, of grantor, his heirs and assigns. ³	1. To grantor, his heirs and assigns, a rose. 2. To lord of fee, 3 ³ d. langable. 3. To heirs of Robert Pultram 2d., or a pound of cummin.	—	For grantor, her heirs and assigns.	Official.
46	—	See page 260.						
47	—	See page 261.						
48	—	See page 255.						
49	—	See page 250.						

¹ This deed was sealed by both parties.

² The *Parcels* conclude with the words "cum tota vestura et omnimodis bonis in eadem terra restente (*sic*)."

³ The *Habendum* concludes with the words "ad faciendum inde totum libitum eorum in omnibus."

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
50	—	<i>Not concerned with the subject of this work.</i>						
51	—	<i>See page 251.</i>						
52*	1284	1. Henry Snellard. 2. William Scoche.	Tenement (within the walls).	To grantee, his heirs and assigns, of grantor, his heirs and assigns.	To capital lord of the fee, 12d.	—	Grantor, for himself, his heirs and assigns.	Official.
53	1286	<i>Receipt by legatee given to executors of</i>		<i>the will of John de Legh.</i>				
54	?1286	1. Cristina, widow of Walter Daniel. 2. Roger (her son).	Cellar (within the walls).	To grantee, his heirs and assigns, of grantor, her heirs and assigns.	<i>See footnote 1.</i>	<i>See footnote 1.</i>	Grantor, for herself, her heirs, and assigns.	<i>Ditto.</i>
55	1287	1. Agatha (daughter of Elena de Pembrok') 2. God and service of Blessed Mary in St. Nicholas Church, and its parishioners and their successors.	<i>See footnote 2.</i>	To parishioners and their successors.	—	—	—	Official.
56	—	<i>See page 263.</i>						

¹ The *Reddendum* was as follows: "Reddendo inde annuatim post obitum meum predictus Rogerus heredes vel sui assignati Waltero filio meo et heredi vel suis hereditibus vel suis assignatis sex solidos sterlingorum. . . . Et dictus Walterus heredes vel assignati sui dictum Cellarium de omnimoda pluvia stillicidia et aliis dampnis pro superiori parte [*the cellar was situate in front of other premises belonging to the grantor*] emergentibus pro redditu dictorum sex solidorum salvo custodient et versus capitalem dominum dictum celarium in omnibus acquietabunt. . . ."

² This transaction was a release and quit claim ("totum jus meum . . . in illa dimidia marca argenti redditus assisi per decessum Cecilie Boli quondam sororis mee quam dimidiam marcam eadem Cecilie quibusdam temporibus dum vixit annuatim percipere consuevit de illo messuagio [*in suburb*] . . . et quam quidem dimidiam marcam argenti predicta Cecilie in bona sua prosperitate et sanitate dum vixit pro anime sue . . . salute per consensum et assensum Johannis dicti juvenis mariti sui prefato servicio gratis contulit et incartavit. . . .")

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
57	—	<i>See page 249.</i>						
58	—	<i>See page 260.</i>						
59	—	<i>See page 254.</i>						
60	1287	1. John de Hagenham, son and heir of John de Hagenham. 2. John de Belsetar and Edith, his wife.	Property in suburb.	To grantees, their heirs and assigns, of grantor, his heirs and assigns.	1. To grantor, his heirs and assigns, one rose. 2. To capital lord, services due and accustomed.	—	By grantor, for himself and his assigns.	Official.
61	1287 ¹	1. John de Hagenham. 2. John de Hagenham (his son and heir).	<i>See footnote 2.</i>	<i>See footnote 2.</i>	—	—	By grantor, for himself alone.	<i>Ditto.</i>
62	1293	1. William Gileberd. 2. Peter le Fraunceys and Isabella, his wife (the grantor's sister).	Premises in suburb, in the fee of Thomas de Berkeley	To grantees, and the heirs of Peter, and their assigns, of the grantor, his heirs and assigns.	1. To grantor, his heirs and assigns, a rose. 2. To capital lord, due and accustomed services.	—	By grantor, for himself, his heirs and assigns.	<i>Ditto.</i>

¹ Deeds Nos. 60 and 61 should be in reverse order.

² " Illud tenementum quod recepi in libero matrimonio cum uxori mea Emma et matre predicti filii mei Johannis " (*then follows description of property as in No. 60*). The *Habendum* was as follows : " Habendum et Tenendum dictum tenementum . . . unacum toto jure et clameo quod in dicto tenemento habui . . . dicto Johanni hereditibus ac assignatis suis vel cuicumque dare vendere alienare vel assignare voluerint . . . preterquam viris religiosis. . . . " It will be noticed that this deed is after *De Doms*.

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
63	1293	1. Henry de Ulmo. 2. Thomas de Lantesdoune and Lucy, his wife.	Premises in suburb.	To grantees and their heirs. ¹	—	—	By grantor for himself and his heirs.	Non-official.
64	—	See page 252.			—	—	—	—
65	1295	1. Abbot of Tewkesbury. 2. Nicholas le Koperie.	Land in Redland (suburb).	To grantee for life.	To Priory of St. James, 12½d. ²	—	—	None.
66	1295	1. Proctors of St. Mary Redcliffe (with the consent of the parishioners. 2. William Underthegate.	Property in suburb. ³	See footnote 4.	To grantors and their successors, a rose.	—	By proctors and parishioners.	Official.
67	—	See page 257.						

¹ The *Habendum* concludes: "Sine aliquo retenemento mei vel heredum meorum. . . ."

² This payment is expressed to be "pro omni servicio salvis sectis curie dicti prioris et aliis serviciis debitis et consuetis."

³ *Parcels* as in Deed No. 26.

⁴ The *Habendum* is in the following form: "Ita videlicet quod nec nos [*proctors*] . . . nec aliquis comparochianorum nostrorum. . . . aut aliquis alius nomine nostro aliquid juris vel clamit in dicta terra . . . exigere poterimus aut vindicare de predicto Willelmo Underthegate heredibus suis et suis assignatis sed de nobis et postvenientibus predictam terram . . . habeant et teneant . . . ad faciendum totum libitum eorum in omnibus . . . tam in egritudine quam in sanitate."

No.	Date.	Parties.	Parcels.	Habendum.	Reddendum.	Conditions.	Warranty.	Witnesses.
68*	—	1. Paul de Corderia. 2. Margery, his daughter.	Property in Corderia.	To grantee, her heirs and assigns, of grantor, his heirs and assigns.	1. To Grantor his heirs and assigns, $\frac{3}{4}$ d. 2. Capital lord, $1\frac{1}{2}$ marcs. 3. Elena, widow of William FitzNichol, 2s. 4. Prioress de Kynetton, 1s. 4d.	—	By grantor, for himself, his heirs and assigns.	<i>Ditto.</i>
69*	—	<i>See page 262.</i>						
70*	—	1. Adulphus, son of Philip of Tetbury. 2. Walter, son of Henry Tincor, of Tetbury.	A wall.	To grantee, his heirs and assigns, of grantor and his heirs.	To grantor and his heirs, a clove.	—	By grantor for himself and his heirs.	Non-official.
71*	—	<i>See page 105.</i>						
72	—	<i>See page 105.</i>						

FOURTEENTH-CENTURY DEEDS.

ALL SAINTS' DOCUMENTS.

			Nos. in All Saints' List.
1299 ¹	Charter of feoffment in fee simple.	1. Richard de Mangodesfeld, mayor, with consent and assent of commonalty. 2. John Kyst. <i>Witnesses.</i> Simon Adrian and John Clerk, senescals of the Gild Merchant, the <i>prepositi</i> of Bristol and others.	14
1304	<i>Ditto.</i> In fee simple. ²	1. Robert de Bardeneye. 2. Thomas de la Grave, and his wife. <i>Witnesses.</i> Mayor, senescals and others.	15
1306, 1310 or 1315	<i>Ditto.</i> In fee simple. ³	1. Nicholas Cantoc', son and heir of Roger Cantoc'. 2. Thomas de la Grave. <i>Witnesses.</i> Mayor, bailiffs and others. ⁴	18
<i>Ditto.</i>	Release.	Same parties and same witnesses.	19
1306	Mortgage. ⁵	1. Henry de Calne. 2. Roger de Apperlegh. <i>Witnesses.</i> Not official.	20
1315 (probably)	Charter of feoffment ⁶ in fee simple.	Same parties. <i>Witnesses.</i> Official.	21

¹ This date is a little uncertain; according to Ricart, Richard de Mangottisfeld was mayor in that year with Geoffrey a Goddeshalf and William le Maryner as "*senescals*." In the deed the latter are described as "*prepositi*," and Walter Frances is mentioned instead of Geoffrey a Goddeshalf. In the early part of his list of mayors, etc., Ricart is notoriously inaccurate.

² This is a conveyance of land of inheritance.

³ In the *Reddendum* is a provision that the grantors should receive a rose yearly.

⁴ In future these witnesses will be referred to as "official."

⁵ The property was granted "*nomine pignoris*"; the *Habendum* was to the mortgagee, and his heirs and assigns, until the loan had been repaid in full; there was also a provision that if the lord distrained for his rent of assize and the mortgagee was compelled to pay it, he should retain the property until this amount also was repaid. The mortgagor warranted for himself, his heirs and assigns.

⁶ This deed related to the same property as No. 20.

			Nos. in All Saints' List.
1315 (probably)	Release. ¹	Same parties and same witnesses.	23
1310	Charter of feoffment in fee simple.	1. Edward, son of John le Clerk, and his wife, Isabella. 2. Richard de Welles (otherwise Richeman). <i>Witnesses.</i> Official.	24
1311	Release of a rent.	1. John de Wyrthe. 2. Humfrey Wen of Cirencester. <i>Witnesses.</i> Official.	25
1318	Release.	1. John Payn. 2. Hugh Payn and Isabella, his wife. <i>Witnesses.</i> Official.	26
1324	Release. ²	1. John de Bardeneye, son and heir of Robert de Bardeneye. 2. Thomas de la Grave. <i>Witnesses.</i> Official.	27
1324	Charter of feoffment ² in fee simple.	1. Thomas de la Grave. 2. John de Axebrugge. <i>Witnesses.</i> Official.	29
1324	Grant of a life interest. ²	1. John de Axebrugge. 2. Thomas de la Grave. <i>Witnesses.</i> Official.	28
1326	Charter of feoffment ³ in fee simple.	1. Thomas de la Grave. 2. Christina, his daughter. <i>Witnesses.</i> Official.	31

¹ This deed related to the same property as No. 20.

² These deeds all relate to the same property; in Deed No. 27 it is stated that Robert Bardeneye had granted a life interest in the property to Thomas de la Grave.

³ This is the same property as is referred to in Deed No. 18.

			Nos. in All Saints' List.
1327	Assignment ¹ of a life interest.	1. Thomas de la Grave. 2. Robert le White, and Christina, daughter of (1.). <i>Witnesses.</i> Official.	32
1327	Release. ¹	1. John de Axebrugge. 2. Robert le Whyte. <i>Witnesses.</i> Official.	33
1329	Release.	1. Adam de Temple. 2. Simon de Stoke. <i>Witnesses.</i> Official.	34
1329	Release.	1. William Gylemyn. 2. Robert le Whyte, Christina, his wife, and William, their son.	35
1329	Charter of feoffment ² in fee simple.	1. Roger Turtle. 2. God, and Church of All Saints' and Henry de Faireford, Chaplain of the Kalendars, and his successors. <i>Witnesses.</i> Official.	36
1330	Grant in fee tail of a rent with a provision that, in default of issue, the property should revert to the grantor's right heirs.	1. Robert le Passour. 2. John, his son, and John's wife, Agnes. <i>Witnesses.</i> Official.	37
1331	Grant of a rent ³ charge.	1. Joceus de Reyny. 2. To the use of God, and a lamp in All Saints' Church. <i>Witnesses.</i> The Deed was witnessed by the mayor, but not apparently by the bailiffs.	38

¹ This is the same property as is referred to in Deed No. 28.

² The purpose of the grant was "*pro anima*"; the *Habendum* was to Henry de Faireford: ". . . et successoribus suis capellanis fratribus ordinis . . ."; there was a provision that if a vacancy occurred in the office of chaplain, the person to fill it should be nominated by the mayor. There was a provision that the charter, license in mortmain, and other deeds relating to the property should be placed on the altar of All Saints.

³ The *Habendum* is as follows: "*Habendum Tenendum et Percipiendum predictum annuum redditum . . . per manus procuratorum seu parochianorum predictæ ecclesiæ qui pro tempore fuerint deo et operi ac luminari predictis . . . imperpetuum.*" The grantor gave the proctors and parishioners a right of distress.

			Nos. in All Saints' List.
1328	Charter of feoffment in fee simple.	1. Robert de Hasele. 2. Robert Jeronvyle. <i>Witnesses.</i> Official.	39
1342	Charter of feoffment in fee simple.	1. Thomas de Well'. 2. John Leget and John Grey. <i>Witnesses.</i> Official.	40
1343	¹ Grant of life interest to (2), with remainders to their son John, in tail, and, in default of issue, to son Richard, in tail, with divers remainders over.	1. John Leget and John Grey. 2. Thomas de Well' and Johanna, his wife. <i>Witnesses.</i> Official.	41
1345	Grant of an easement. ²	1. Hugh Payn and his wife Matilda. 2. Robert le Whyte and his wife Christina. No witnesses mentioned.	44
1345	Grant of a rentcharge in fee simple.	1. Hugh Payn. 2. John de Cobyngton and his wife Agnes. <i>Witnesses.</i> Official.	45
1345	Provision for the payment to (2) of a rent of 30s. to issue out of a certain property, ³ if the owner should sell it to anyone except (2).	1. Hugh Payn. 2. John Cobyngton. <i>Witnesses.</i> Official.	46
1346	Charter of feoffment in fee simple.	1. John Hasel, son of Edmund Hasel. 2. Eborard le Fraunceys'. <i>Witnesses.</i> Official.	53

¹ The deed relates to the same property as Deed No. 40. It contains no warranty.

² Watercourse ("recipere aquam currentem in pisa nostra de quodam stillicidio. . . . Ita quod aqua sic currens in predicta pisa nostra habeat suum cursum guttera nostra imperpetuum etiam pro nobis et heredibus et super terram nostram recipere aquam predictorum Roberti et Cristine cadentem et distillantem de domicilio coquine eorundem quousque placeam predictam edificare vel construere voluerimus. . . ."). This document was in the form of an indenture, and was sealed by all parties.

³ The same property as is mentioned in Deed No. 45.

			Nos. in All Saints' List.
1346	Release. ¹	1. John Hasel (as above). 2. Eborard le Fraunceys'. <i>Witnesses.</i> Official.	47
1346	Grant in fee simple, of a reversion with the rent.	1. John Chircheman (brother and heir of Richard Chircheman). 2. Robert Gerunville and Robert Charm. <i>Witnesses.</i> Official.	48
1347	Grant of a moiety of the reversion in certain premises. ²	1. Richard Gerunville and Walter Taunton (executors of Robert Gerunville, deceased). 2. Walter le Coper. <i>Witnesses.</i> Official.	54
1348	Charter of feoffment ³ in fee simple.	1. Prior and convent of the Praying Friars. ⁴ 2. Johanna, widow of Richard Dapperleigh. <i>Witnesses.</i> Official.	58
1348	<i>Ditto.</i> ³	1. Johanna, widow of Richard de Apperleigh. 2. Thomas Babbecari. <i>Witnesses.</i> Official.	57
1349	Charter of feoffment ³ in fee simple.	1. Thomas Babbecari. 2. John Sampson and Johanna, his wife. <i>Witnesses.</i> Official.	59
1349	Charter of feoffment ⁵ in fee simple.	1. Walter de Taunton (executor of R. Gerunville, deceased). 2. Robert Charm. <i>Witnesses.</i> Official.	60

¹ The same property as is mentioned in Deed No. 53.

² Those referred to in Deed No. 48.

³ The same property as is referred to in Deed No. 58.

⁴ By virtue of a power of sale given to them in the will of Margaret de Salop.

⁵ This Deed probably relates to the same property as Deed No. 39.

			Nos. in All Saints' List.
1349	Release. ¹	1. Walter de Wilton and Lucy, his wife. 2. Thomas Sampson and his wife Johanna. <i>Witnesses.</i> Official.	61
1349	Charter of feoffment ² in fee simple.	1. William Cory, Richard Wyat and Alice, widow of Philip Lyndraper. (Executors of the will of Hugh Payn.) 2. John de Cobyngton and Agnes, his wife. <i>Witnesses.</i> Official.	62
1350	Grant of a rent for 100 ³ years.	1. Henry de Cobyndone. 2. John Peres. <i>Witnesses.</i> Official.	63
1351	Release of a rent. ⁴	1. John de la Ryviere. 2. Robert Charm. <i>Witnesses.</i> Official.	64
1351	Charter of feoffment in fee simple.	1. William Luchelade and Margaret, his wife, "unacum assensu et con- sensu nostro." 2. John Horncastel. <i>Witnesses.</i> Official.	65
1354	Charter of feoffment in fee simple.	1. Roger atte Hulle. 2. William Tanner. <i>Witnesses.</i> Official.	66

¹ This relates to the same properties as Deeds Nos. 57, 58 and 59; the object of the release is not apparent.

² This seems to relate to the same property as Deed No. 46. The warranty is by the executors for themselves only.

³ The *Habendum* was: "Johanni Peres heredibus et assignatis suis ad finem termini centum annorum"; John Peres agreed that if Henry de Cobyndone, his heirs or assigns should be disturbed by him, his heirs or assigns, in his right to a watercourse (which had been granted for 100 years by another document), the liability to pay the rent mentioned in Deed No. 63 should cease.

⁴ This was the rent payable to the lord in respect of the property in Deeds Nos. 39 and 60.

			Nos. in All Saints' List.
1354	Release. ¹	1. William de Peyto. 2. William Tanner. <i>Witnesses.</i> Official.	67
1357	Grant of a life ² interest.	1. Johanna de Welles' (widow). 2. Simon Halewey. <i>Witnesses.</i> Official.	68
1357	Grant of a rent charge ³ for the life of the grantor.	Same parties. <i>Witnesses.</i> Official.	69
1357	Assignments of rents, and reversions for the life of the grantor.	Same parties. <i>Witnesses.</i> Official.	70
1357	Grant of an interest ⁴ for the life of the grantor.	1. Johanna de Welles. 2. John le Whyte and his wife Matilda. <i>Witnesses.</i> Official.	71
—	Grant and release of ⁵ reversions.	1. Thomas de Welles. 2. Simon Halewey. <i>Witnesses.</i> Non-official. ⁶	73
1357	Release. ⁵	Same parties. <i>Witnesses.</i> Non-official.	76
1357	Release. ⁵	1. Johanna de Welles. 2. Simon Halewey. <i>Witnesses.</i> Official.	77

¹ This deed relates to the same property as No. 66.

² The grantee was to render a red rose annually, and keep the premises in repair.

³ *Habendum* to grantee, his heirs and assigns. It was also provided that if the occupants of the property upon which the rent was charged should vacate it during the Grantor's life, the Grantees should be entitled to occupy the premises for that period.

⁴ The payment of a rent was provided for, and the Grantees were to maintain the premises "a vento, pluvia, et omni ruina." The grantor was given a power of distress.

⁵ The reversions are to the properties mentioned in Deeds Nos. 71 and 69.

⁶ There is another deed in existence precisely similar to No. 73, except that the witnesses are the mayor and bailiffs of Bristol and other persons.

			Nos. in All Saints' List.
1357	Grant of rent for ¹ life of grantee with power of distrain.	1. Simon Halewey. 2. Johanna de Welles. <i>Witnesses.</i> Official.	78
1358	Release of a rent. ²	1. Johanna de Welles. 2. Simon Halewey. <i>Witnesses.</i> Official.	82
1358	Grant of a rent and reversion.	1. Philip Devenyssh. 2. Peter de Hamme. <i>Witnesses.</i> Official.	83
1360	Release.	Same parties.	88
1361	Charter of feoffment in fee simple.	1. Richard de Wilde. 2. Walter le Yonge. <i>Witnesses.</i> Official.	91
1361	Release. ³	1. Richard le Wilde. 2. Walter le Yonge. <i>Witnesses.</i> Official.	89
1362	<i>Ditto.</i> ⁴	1. William le Tanner. 2. Rose le Eyr. <i>Witnesses.</i> Official.	92
1362	Release. ⁴	Same parties.	93
1363	Charter of feoffment in fee simple.	1. Thomas Jankeyn (executor of John Horncastel). ⁵ 2. John Kyngeston. <i>Witnesses.</i> Official.	94

¹ The reversions are to the properties in Deeds Nos. 71 and 69.

² This is the same rent as is referred to in Deed No. 78.

³ This relates to the same property as is referred to in Deed No. 91.

⁴ This relates to the same property as is referred to in Deed No. 66.

⁵ The Deed states that the executor was given the property with a direction to sell it. It contains no warranty.

			Nos. in All Saints' List.
1365	Grant of life interest. ¹	1. William Lenchi (Vicar of All Saints'), Michael Chepman and Geoffrey Paterstowe (proctors), with the consent of the parishioners. 2. William Burgeys and his wife Alice.	—
1368	Release.	1. Philip Devenyssh. 2. Robert Charm. <i>Witnesses.</i> Official.	97
1370	Release. ²	1. Robert Charm. 2. Nicholas Hastyng. <i>Witnesses.</i> Official.	99
1372	<i>Ditto.</i> ³	1. Nicholas Walker (otherwise Gilymyn Frompton). 2. Nicholas Viel and Elizabeth his wife. <i>Witnesses.</i> ⁴ Non-official.	103
1373	Charter of feoffment ⁵ in fee simple.	1. William Brown (executor of the will of John Cobyngdon). 2. Roger de Otery and Roger Crompe. <i>Witnesses.</i> Official.	104

¹ The grantees were to pay a rent of 6os., to keep the premises in repair inside and out, not to assign or underlet, to permit the proctors to inspect the premises twice a year, and to repair as they should demand. It was also provided that if there should be breach of any of these stipulations, or the rent should be in arrear for six weeks, the grantors should have a right to re-enter.

² The documents following this in order of date are a little curious, and though they do not directly concern our subject we propose to refer to them:—

Document No. 100.—Nicholas Hastyng acknowledged that he owed Robert Charm 100 marcs for goods bought from him, which sum was to be paid at the Feast of St. Michael next following, and, in default, that he and his heirs and executors should be subject to the distresses, etc., provided in the Statute of Acton Burnell.

The Release (No. 99) was given on the 1st April, and this document on the 8th April. *Document No. 101.*—Robert Charm, after reciting Document No. 100, agreed to accept the debt by instalments. This document was dated on the 12th April. It is a little difficult to see the connection between Document No. 99 and the other two documents, but it is possible that a connection existed.

³ This was land of inheritance; the Releasor released his rights in all and singular the lands, tenements, rents and reversions "que quondam fuerint Johannis atte Walle de Bristollia situata infra libertatem ejusdem ville que jure hereditario michi decendere debent." The Releasor warranted for himself and his heirs.

⁴ The document was given at Frampton.

⁵ This is the same property as is referred to in Deed No. 62; William Brown sold as executor by virtue of an express power of sale, given by the will. The grantor warranted for himself and his heirs.

			Nos. in All Saints' List.
1373	Release. ¹	1. Roger Otery. 2. Roger Crompe. <i>Witnesses.</i> Official.	105
1374	Charter of feofment ² in fee simple.	1. Roger Crompe 2. Robert Brown and his wife Margaret. <i>Witnesses.</i> Official.	106
1374	<i>Ditto.</i> ³	1. John Kyngeston. 2. William Predy and his wife. <i>Witnesses.</i> Official.	107
1374	Release.	Same parties.	108
1375	Grant of life interest. ⁴	1. Simon Halewey. 2. Margery Antioche. <i>Witnesses.</i> Official.	109
1414	Grant of rents ⁵ and reversions in fee simple.	1. Thomas Halewey and Margery Halewey (executors of John Halewey, deceased). 2. Nicholas Excestre and Henry Gildeney. <i>Witnesses.</i> Official.	—

¹ This is the same property as is referred to in the previous Deed.

² This is the same property as is referred to in the last two Deeds; it is possible that the executor, William Brown, felt a difficulty in conveying to Robert Brown and his wife direct, and adopted the device of first conveying to nominees.

³ This is the same property as is referred to in Deed No. 94.

⁴ This is the same property as is referred to in Deeds Nos. 73 to 77; the *Habendum* was to Margery, her heirs and assigns, for her whole life, and she was to keep the premises protected against wind, rain and ruin, in default of which grantor was to have a right of re-entry; a rent of four silver pennies was reserved to be payable quarterly.

⁵ This document is mentioned here because it is inscribed on the same parchment as No. 109 and other documents; these were, of course, copies only. It contains a recital of the custom to devise land of purchase; a recital that the testator had directed lands, rents, services and reversions to be sold after the death of his mother and wife, and, lastly, a recital that his executors desired to carry out his wishes.

			Nos. in All Saints' List.
1414	Grant of rents and reversions mentioned in last Deed to :— 1. Margery Hastyng, for life. 2. Thomas Halewey and Johanna, his wife in tail. 3. Right heirs of Thomas Halewey.	1. Nicholas Excestre and Henry Gildeney. 2. Margery Hastyng. <i>Witnesses.</i> Official.	
1375	Grant of a life interest during life of Christina Gratelee.	1. Robert Gratelee and Christina, his wife (late wife of John Blanket). 2. John Woderoue. <i>Witnesses.</i> Official.	110
1379	Charter of feoffment in fee simple.	1. John Woderoue. 2. Robert Cheddre, Walter Derby, John Stoke and William Cheddre, senior. <i>Witnesses.</i> Official.	117
1379	Release.	Same parties.	118
1393	Grant of a rent in fee simple.	1. Thomas Marshall (Vicar of All Saints), Reginald Knap, and Thomas Halewey (proctors), with the consent of the parishioners. 2. Philip Excestre. <i>Witnesses.</i> Official.	134
1393	Release of same property as in Deed No. 134.	1. Thomas Norton and others. 2. Philip Excestre.	135

THE GREAT RED BOOK OF BRISTOL.

			Old Number- ing.	New Number- ing.
1385	Grant of a ¹ reversion in fee simple.	1. Isabella, daughter and heir of John de Lym. 2. Richard Panes. <i>Witnesses.</i> Official.	45a	44a
1385	Release.	1. Isabella as above. 2. John Roper and Richard Panes, and the heirs and assigns of the latter <i>Witnesses.</i> Official.	<i>Ditto.</i>	<i>Ditto.</i>
1386	Grant of sundry reversions, and of one-third part of a messuage ² in possession.	1. William Bierdene and Agnes, his wife. 2. John Bierdene and John Deye. <i>Witnesses.</i> Official.	46a	45a
1386	Charter of feoffment in fee simple.	1. John Bount. 2. John Parker, William Elys, John Canterbury. <i>Witnesses.</i> Official.	46b	45b
1386	Grant of a reversion. ³	1. John Bryt and Walter Sturmy. 2. Richard Panys. <i>Witnesses.</i> Official.	47a	46a

¹ The deed states : " Que quidem terras et tenementa Johannes Roper burgens ville predite executor testamenti Johannis Besille tenet per execucionem statuti stapule "; the *Habendum* was to the grantee, and there was a *Reddendum* providing for the payment of a rent of 30s. 4d. to the grantor, during her life. Having regard to the date of the deed, this could hardly have been intended as a rent service ; there is no power of distress. The *testimonium* is to the following effect : " In cujus rei, etc. . . . et quia sigilla nostra pluribus sunt incognita sigillum officii maioratus ville Bristollie presentibus apponi procuravimus." This quite frequently happened.

By another document John Roper attorned to Richard Panes (*The Great Red Book of Bristol*, fo. 45b, 44b).

² The third part of a messuage, at any rate, was Agnes Bierdene's property. The last recital is as follows : " Et cum nos habeamus et teneamus in dominico terciam partem unius mesuagii . . . ut de jure predite Agnetis uxoris mee."

³ This deed is discussed on pp. 61, 62.

			Old Number- ing.	New Number- ing.
1386	Grant of rents and reversions :— (a) To Edmund Arthur and Johanna, his wife, and the heirs of the body of Edmund by Johanna. (b) Remainder to Isabella Arthur, and her heirs in fee simple.	1. Isabella Arthur. 2. Edmund Arthur and Johanna, his wife. <i>Witnesses.</i> Official.	48a	47a
1386	Grant of rents and reversions to Edmund Arthur and Johanna, his wife, and the heirs of Edmund.	Same parties.	48b	47b
1387	Grant of rents and reversions :— (a) To Isabella Arthur for life. (b) Remainder to Thomas Arthur and his wife Isabella, in tail. (c) Remainder to the right heirs of Isabella Arthur.	1. William Lenche and Edmund Arthur. 2. Isabella Arthur. <i>Witnesses.</i> Official.	49b	48b
1387	Confirmation Deed. ¹	By Thomas Arthur.	50b	49b
1387	Settlement.	This Deed has been fully commented upon. ²	52b	51b
1388	Release.	1. Alan Wryngton. 2. Prior and Convent of the House of Wytham. <i>Witnesses.</i> Official.	54a	53a
1385	Deed of exchange. ³	1. Walter Derby and other parishioners of St. Werburgh's Church, and Andrew Anketill and Richard Kenfeke (proctors) (<i>pro tota parochia</i>). 2. John Warwyke. <i>Witnesses.</i> Official.	54b	53b

¹ This deed confirms the grant on fo. 48a. There must have been some special reason for this document, but there is no evidence as to what this was. Probably Isabella Arthur's estate did not warrant the grant she made.

² See *supra*, pp. 122, 123.

³ This is an interesting Deed; it recites that John Warwyke, rector of the church, granted to "us" (whoever "us" may have been) a certain messuage which was, thereupon, pulled down, and that the present property was granted to John Warwyke and his successors in recompense for the messuage which had been pulled down. The *Habendum* is to the following effect: "*Habendum et tenendum . . . prefato Johanni Warwyke Rectori ecclesie predicte et successoribus suis in escambium alterius mesuagii prostrati de nobis et successoribus nostris.*" The parties of the first part warranted for themselves and their successors. Compare Madox, *Formulare Anglicanum*, p. 163.

			Old Number- ing.	New Number- ing.
1388	Grant of rent and reversion.	1. Thomas Arthur. 2. Edmund Arthur. <i>Witnesses.</i> Official.	55a	54a
1389	Charter of feoffment in fee simple.	1. William Somerwell. 2. William de Sydbury, John Deye. <i>Witnesses.</i> Official.	55b	54b
1389	Charter of re-feoffment ¹ (a) William Somerwell and his wife for life. (b) Remainder to Sir Thomas Brooks and Johanna, his wife, and their heirs.	1. William de Sydbury and John Deye. 2. William Somerwell. <i>Witnesses.</i> Official.	56b	55b
1389	Grant of rent and reversion.	1. Isabella Arthur. 2. Edmund Arthur <i>Witnesses.</i> Official.	58a	57a
1390	Charter of feoffment ² in fee simple.	1. Robert Tedbroke and William Conele (executors of the will of Walter Frampton). 2. John Knyghton and Richard Lenestre. <i>Witnesses.</i> Official.	58b	57b
1390	Grant of a rent ³ and reversion.	1. John Knyghton, Walter, son of Roger Frampton, Robert Dudbrooke and William Covely (executors of will of Walter Frampton). 2. Richard Assch and Rose, his wife. <i>Witnesses.</i> Official.	58b	57b

¹ It will be noticed that the settlor resorted to two lengthy documents (the properties settled were very numerous) in order to effect a very simple settlement, instead of employing a fine.

² Walter Frampton had founded a chantry in St. John's Church, Bristol, and his executors obtained a licence in Mortmain to assign to John and Richard (the permanent chaplains of the chantry) a house for their residence and that of their successors. The *Habendum* was to John and Richard and their successors. As will be noticed from the next Deed, there were four executors in existence at the date of this Deed; one of these (John Knyghton) was a grantee in the present Deed.

³ The executors were given a power of sale by the will: the *Habendum* was to Richard and Rose, and the heirs of Richard.

			Old Number- ing.	New Number- ing.
1361	Charter of feoffment ¹ in fee simple.	1. Johanna, daughter of William Hok. 2. Roger Dyer, Ralph Blanket. <i>Witnesses.</i> Official.	60a	59a
1361	Charter of feoffment in fee simple.	1. Roger Dyer, Ralph Blanket. 2. John Veel and Johanna, his wife. ² <i>Witnesses.</i> Official.	60a	59a
1361	Release.	Same parties.	60b	59b
1391	Charter of feoffment in fee simple.	1. John Veel. 2. John Denys, Robert Cherleton. <i>Witnesses.</i> Official.	60b	59b
1391	Release.	Same parties.	61a	60a
1394	Grant of reversion. ³	1. John Corston, John Osborne, William de Camme. 2. Abbot and Convent of Malmesbury <i>Witnesses.</i> Official.	61b	60b

¹ There is a marginal note to this and the four following deeds: "Irratulata tempore Johannis Canynges maioris ville Bristollie anno regni regis Ricardi secundi decimo septimo." This, of course, was in pursuance of the charter provision of 1373 that the mayor should have power to receive, and record recognizances of Deeds touching lands in the town, and that after the Deeds had been recognized and enrolled they should be of record (see *Bristol Charters*, ed. Harding, p. 133).

² The limitation was to John and Johanna, and the heirs of John.

³ The deed recites that Adam French, by another deed, had granted the premises to the grantors in fee simple, who thereupon granted him a life interest therein: the deed also recites that the present grant was in pursuance of a power to alienate into mortmain. The next deed in *The Great Red Book of Bristol* evidenced a precisely similar transaction, except that the property was a rent and that the grantors were not only the three mentioned above, but also Robert de Cherleton and John atte Mulle. The attainments by Adam French to the Abbot and Convent of Malmesbury are also recorded in *The Great Red Book of Bristol*, fos. 62a, 61a.

			Old Number- ing.	New Number- ing.
1387	Grant of rent ¹ and reversions.	1. William Hawker. 2. Nicholas Barstaple, Nicholas King and Richard Peautrer. <i>Witnesses.</i> Official.	63a	62a
1394	<i>Ditto.</i>	1. Richard Peautrer. 2. Reginald Touker. <i>Witnesses.</i> Official.	63b	62b
1394	Release.	1. Richard Score. 2. Reginald Touker, Robert Wyther and Tibota, his wife. <i>Witnesses.</i> Official.	63b	62b
1394	<i>Ditto.</i>	1. William Kyng. 2. James Cokkes <i>Witnesses.</i> Official.	64b	63b
1394	Charter of feoffment ² and grant in fee simple.	1. Walter Frampton. 2. John Candever and others. <i>Witnesses.</i> Official.	65a	64a
1395	Charter of feoffment ³ in fee simple.	1. John Hardyng' and Agnes, his wife (sister and heir of Edith Huchons). 2. John Chepstowe. <i>Witnesses.</i> Official.	65b	64b

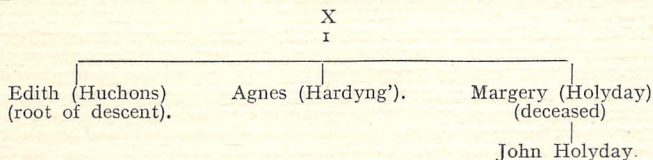
¹ This deed was dated the 17th December, 1387. The heading of the entry in *The Great Red Book of Bristol* is as follows: "Tempore Johannis Somerwell, maioris Bristollie anno regni regis Ricardi secundi XVII^{mo}." The latter date was no doubt, that on which the deed was recognized and enrolled (as to which see p. 133).

² This document is followed by another on the same page, stating that it was a condition of the feoffment that the feoffees should re-enfeoff Walter Frampton and Johanna, his wife, "de omnibus terris, etc. . . . in carta predicti Walteri superius irrotulata," to hold to them in tail, with remainder to the executors of Walter's father and to the mayor and bailiffs of Bristol for the time being, by whom the premises should be sold for carrying out the provisions of Walter Frampton, senior's, last will; as to which see Wadley, *op. cit.*, p. 20.

³ This is a deed of inherited property ("quod quidem tenementum . . . post mortem predictæ Edithe jure hereditario michi prefate Agneti descendebat . . .").

			Old Number- ing.	New Number- ing.
1395	Release.	Same parties.	65b	64b
1395	Release. ¹	1. John Holyday, son and heir of Margery Holyday, sister of Edith Huchons. 2. John Chepstowe. <i>Witnesses.</i> Official.	66a	65a
1395	Assignment of a lease. ²	1. John Fryg'. 2. Jacob Cokkys. <i>Witnesses.</i> Official.	66b	65b
1395	Charter of feoffment ³ in fee simple.	1. William Canynges. 2. John Knyghton', Richard Stone. <i>Witnesses.</i> Official.	67b	66b
1396	Charter of re-feoffment. ⁴ 1. William and Agnes for life. 2. Remainder to William Middle- worth and others, in fee simple.	1. John Knyghton and Richard Stone. 2. William Cannynge and his wife, Agnes. <i>Witnesses.</i> Official.	67b	66b

¹ This release might normally be expected from the following genealogical tree:—



When Agnes stated that the property descended to her on the death of Edith, she was, of course, speaking without regard to the claim of her nephew, John Holyday, whose release was necessary to make John Chepstowe's title good: it is more than likely that Edith, Agnes and Margery were themselves entitled as co-parceners by hereditary right.

² This deed commences with the statement that John Frigg' (*sic*) came before the mayor and sheriff and acknowledged that the deed following was his act. The deed recited that the Abbot of Tewkesbury had granted him certain premises for sixty years after the determination of an existing life interest, subject to an annual rent of 6s. 8d., and a langable rent of 1s. 6d.

³ This deed was recognized and enrolled on the 21st October, 1396; it was made on the 7th June, 1395.

⁴ This deed was recognized and enrolled on the 21st October, 1396; it was made on the 20th October in the same year.

			Old Number- ing.	New Number- ing.
1396	Lease. ¹	1. Abbot and convent of Keynsham. 2. John Lemman. <i>Witnesses.</i> Not mentioned.	68a	67a
1396	This deed has already been commented upon. ²			
1385	Charter of feoffment in fee simple.	1. William Thrisford, Thomas Beaupyne, Thomas Knap. 2. William Wodeford and Alice, his wife. <i>Witnesses.</i> Official.	—	72b
1381	Grant of a rent in ³ frank-marriage.	1. William Somerton and Margery, his wife 2. John Whyte and Margery, his wife (grantor's daughter). <i>Witnesses.</i> Official.	—	73a
1385	Charter of feoffment in fee simple.	1. William Wodeford. 2. William Thrisford, Thomas Beaupyne, Thomas Knap. <i>Witnesses.</i> Official.	—	73b
1327	Lease. ⁴	1. Mayor and commonalty of Bristol. 2. Thomas Belechere and Christina, his wife. <i>Witnesses.</i> Not mentioned.	—	171b

¹ A rent of 13s. 4d. was reserved, and the tenant was to keep the premises in repair; there was also a provision that, on breach of either of these obligations, the lessors should have a right to re-enter.

² Page 61.

³ It was provided that if the grantees should die without heirs of their bodies, the property should remain to William and Margery, and the heirs of Margery. It is almost certain that the property settled was that of the grantor's wife.

⁴ This is a transaction of some interest. Thomas and his wife were engaged in building three messuages near the Quay with which they proposed to endow a Chantry in St. Stephen's Church, Bristol (license in mortmain had been obtained); the chaplain of the Chantry was to celebrate for the souls of Thomas and Christina and all the faithful, as well as for the good estate of the mayor and commonalty of Bristol. Thomas and his wife requested from the mayor and commonalty a grant of a piece of land adjoining the three messuages; which was made to them. The operative part of the deed contains the following provision: "Concessimus . . . quantum in nobis est pro nobis et successoribus nostris . . . predictis Thome et Cristine predictam communem placeam terre Habendum . . . ut parcellam predictorum trium mesuagiorum imperpetuum." The grant was on the condition that the Chantry should be duly founded, and that the mayor should have the right of presentation if the Chantry fell vacant; moreover, Thomas and his wife paid a sum of money, and undertook for themselves, their heirs and assigns (tenants of the three messuages for the time being) to repair the portion of the Quay between the three messuages and the River Frome "sicut decet et oportet pro communi comodo communitatis nostre et pro aysiamendis classium ibidem applicancium"; in default of such repair Thomas and his wife subjected the three messuages to distress into whatever hands they might come.

The deed of endowment followed. (*The Great Red Book of Bristol*, fo. 172a.)

			Old Number- ing.	New Number- ing.
1326	Charter of feoffment in fee simple.	1. Richard le Ropere. 2. Edith, daughter of Nicholas le Monek'. <i>Witnesses.</i> Official.	—	173a
—	Release.	1. John Ropere (son and heir of Richard Ropere, and Edith, daughter of Nicholas le Monek). 2. John Coffrer.	—	173a
1392	Lease for lives. ¹	1. Thomas Knap (Mayor of Bristol), Robert Dudbroke and John Selwode (bailiffs), " <i>et tota communitas.</i> " 2. John Donster and Isabella, his wife. <i>Witnesses.</i> Not mentioned.	—	194b
1393	Lease for years. ²	1. Thomas Knap (mayor), Thomas Burton and Richard Hantesford (bailiffs), " <i>et tota communitas.</i> " 2. James Cokkes'. <i>Witnesses.</i> Not mentioned.	—	194b
1391	Lease for lives. ³	1. William Cannynge (mayor). John Toky and John Havering (bailiffs), " <i>et tota communitas.</i> " 2. Richard Baker and Johanna, his wife. <i>Witnesses.</i> Not mentioned.	—	195a

¹ The lease was to the lessees for their joint lives, and the life of the survivor, and thereafter to their children, William, Elias and Johanna, on the like terms: the rent was 10s.; the lessees were to build a tenement on the piece of land granted within two years, and thereafter keep it in repair; there were provisions for distress and re-entry.

² There was a provision for distress and for re-entry if no sufficient distress should be found on the premises

³ Terms as in last deed.

LANGABLE RENTS.

1295.	Fourteenth Century.	1438.
QUARTER OF ALL SAINTS.		
Tenements of :—		
1. Master of St. Lawrence 3 $\frac{3}{4}$ d.	Master of St. Lawrence 3 $\frac{3}{4}$ d.	<i>Ditto</i> , ¹ lately held by John Asshton 3 $\frac{3}{4}$ d.
2. Geles de Barneleby 3 $\frac{3}{4}$ d.	John Horncastel .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which John Torner held 3 $\frac{3}{4}$ d.
3. Margaret Cauntok' 3 $\frac{3}{4}$ d.	Formerly of Margaret Cantok' 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Mabillia Bond held 3 $\frac{3}{4}$ d.
4. Master of St. Lawrence 3 $\frac{3}{4}$ d.	John Orcok for John Hologrove 3 $\frac{3}{4}$ d.	—
5. Jocus de Reyny .. 3 $\frac{3}{4}$ d.	John of London (Cook) for Walter Uphul' .. 3 $\frac{3}{4}$ d.	—
6. <i>Ditto</i> 3 $\frac{3}{4}$ d.	Simon of Ely for Walter Uphul' 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Henry Tyler held 3 $\frac{3}{4}$ d.
7. <i>Ditto</i> 3 $\frac{3}{4}$ d.	—	—
8. William Scoche .. 3 $\frac{3}{4}$ d.	Elias Pie for Walter Hail 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Thomas Williams lately held .. 3 $\frac{3}{4}$ d.
9. Henry de Calne .. 3 $\frac{3}{4}$ d.	Roger Dapperley for Henry de Calne .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Nicholas Fabyan held 3 $\frac{3}{4}$ d.
10. Henry de Calne .. 3 $\frac{3}{4}$ d.	Prior of St. Jacob for Richard Flanchard .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Philip Excestre held 3 $\frac{3}{4}$ d.
11. Thomas Tylloy .. 22 $\frac{1}{2}$ d.	Richard Tilley .. 7 $\frac{1}{2}$ d.	<i>Ditto</i> which Edgar Gouldsmith held 7 $\frac{1}{2}$ d.
	7 $\frac{1}{2}$ d.	Walter Gylas .. 7 $\frac{1}{2}$ d.
	7 $\frac{1}{2}$ d. 22 $\frac{1}{2}$ d.	Thomas Crosse- man 7 $\frac{1}{2}$ d. 22 $\frac{1}{2}$ d.
12. Thomas de Keneseg 15d.	Eborard Fraunceis and Richard Tylly for Thomas de Keneseg .. 15d.	<i>Ditto</i> , which William Frome held 15d.
13. William Sub Porta 11 $\frac{1}{2}$ d.	William de la More for John le Feble .. 11 $\frac{1}{2}$ d.	<i>Ditto</i> , which Philip Goulde held 11 $\frac{1}{2}$ d.
14. Abbot de Morgan .. 1 $\frac{1}{4}$ d.	Stephen le Spicer for Peter Aurifaber .. 1 $\frac{1}{4}$ d.	—
15. William Sub Porta 3 $\frac{3}{4}$ d.	Stephen le Spicer for William Undergate .. 3 $\frac{3}{4}$ d.	—
16. Thomas Tylloy .. 15d.	Richard Tilly for Robert Pycard .. 11 $\frac{1}{4}$ d.	—
	Richard Tilly .. 3 $\frac{3}{4}$ d. 15d.	<i>Ditto</i> , which Walter Gylas held 3 $\frac{3}{4}$ d.
17. John de Wynton Clerk 3 $\frac{3}{4}$ d.	William Havyfeld for Adam de Wynton .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Walter Gylas held 3 $\frac{3}{4}$ d.

¹ The expression "ditto" in the third column indicates that the property mentioned in the third column can be identified with that mentioned in the second column.

1295.	Fourteenth Century.	1438.
18. Nicholas Horncastel 1d.	John Wellyschote for Brounyng de Peute 1d.	—
19. John Clos' .. 3 $\frac{3}{4}$ d.	Johanna (? John) Cloof (?s) for Adam de Wynton Clerk 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Walter Gylas held 3 $\frac{1}{2}$ d.
20. John Clos' .. 7 $\frac{1}{2}$ d.	John Cloof (? s) for Peter le Martre 7 $\frac{1}{2}$ d.	<i>Ditto</i> , which Walter Gylas held 7 $\frac{1}{2}$ d.
21. Thomas le Whyte .. 1d.	John Fraunceis, junior, for Philip Kedewelly .. 1d.	—
22. John de Kerdyf .. 7 $\frac{1}{2}$ d.	John de Kerdyf for Walter Monemuth 7 $\frac{1}{2}$ d.	—
23. Master Thomas Aylard 3 $\frac{3}{4}$ d.	Robert Oteri for Thomas Ayllard 3 $\frac{3}{4}$ d.	—
24. Martin Horncastel 1 $\frac{1}{2}$ d.	Robert Oteri for Peter Clerk 1 $\frac{1}{2}$ d.	—
25. Cecilia la Clerk .. 1d.	Cecilia la Clerk for Thomas Rous 1d.	—
26. Martin Horncastel 3 $\frac{3}{4}$ d.	Robert Oteri for Reginald Clerk 3 $\frac{3}{4}$ d.	—
27. John Snow .. 3 $\frac{3}{4}$ d.	William Daxe for John Snow 3 $\frac{3}{4}$ d.	—
28. John de Berewyk' 2 $\frac{1}{2}$ d.	William Daxe for John de Berewyk 2 $\frac{1}{2}$ d.	—
29. Cecilia la Clerk .. 1d.	Cecilia la Clerk (<i>ex opposito ibidem</i>) .. 1d.	—
30. John Snow .. 5d.	William Daxe for Gilbert le Cornmangare .. 5d.	—
31. Cecilia la Clerk' .. 3 $\frac{3}{4}$ d.	Cecilia la Clerk' for John Clerk (<i>ex opposit oibidem</i>) 3 $\frac{3}{4}$ d.	—
32. John de Wyth (? 6 $\frac{1}{2}$ d.) 7 $\frac{1}{2}$ d.	Walter le Wig(h)t .. 7 $\frac{1}{2}$ d.	Walter Wyg(h)t for Agnes Hall, lately held by () 7 $\frac{1}{2}$ d.
33. Robert Snow .. 15d.	Robert Snow for Richard 15d.	Robert Smyth which Simon Canynge held 15d.
34. Robert de Leye .. 3 $\frac{3}{4}$ d.	Robert Montjoye for Robert de Lye .. 3 $\frac{3}{4}$ d.	—
35. John de Kerdif .. 5 $\frac{1}{4}$ d.	William Aubrey for John Kerdif .. 1 $\frac{1}{2}$ d. 3 $\frac{3}{4}$ d. 5 $\frac{1}{4}$ d.	—
36. William de Axe .. 7 $\frac{1}{2}$ d.	William Daxe for Nicholas Viel 7 $\frac{1}{2}$ d.	<i>Ditto</i> , which John Somervyle held 7 $\frac{1}{2}$ d.
37. Simon de Borthen 11 $\frac{1}{4}$ d.	Philip de Sweyn(s)e for Simon de Beryton .. 3 $\frac{3}{4}$ d. <i>Ditto</i> , for Wymark' Gaylard .. 7 $\frac{1}{2}$ d. 11 $\frac{1}{4}$ d.	<i>Ditto</i> , which Thomas Clerk held 3 $\frac{3}{4}$ d.
38. John Sanekyn .. 3 $\frac{3}{4}$ d.	Abbot of St. Augustine's for John Sanekyn .. 3 $\frac{3}{4}$ d.	—

1295.	Fourteenth Century.	1438
39. Geoffrey Snell .. 7½d.	Robert le Passour for Geoffrey Styel 3¾d. 3¾d. 7½d.	<i>Ditto</i> , which Anketyll Moyne held .. 3¾d. 3¾d. 7½d.
40. John Snow .. 11d.	William Daxe for John Snow .. 5d. <i>Ditto</i> , for John Wymark .. 3d. <i>Ditto ditto</i> .. 3d. 11d.	Chantry of Richard Spicer for four messuages and three shops upon the Avon back, which the chaplains of the Chantry held 12d.
41. William Clor' .. 12d.	Thomas Uppediche for William Clerk .. 12d.	<i>Ditto</i> , which John Castel held 12d.
42. Eudonia de Acton' 7½d.	Richard de Wodhulle for Edone Dacton .. 7d.	<i>Ditto</i> , which Henry Roper held 7d.
43. John de Stapelton' 3¾d.	William Randulf for John de Stapulton .. 3¾d.	—
44. William de Keynesham .. 3¾d.	John de Romeney for William Adrian .. 3¾d.	<i>Ditto</i> , which Thomas Roper held 3¾d.
45. John Tyk'.. .. 3¾d.	Roger Turtle for Robert Snou 3¾d.	—
46. John Payn .. 7½d.	Hugh Payn for Peter le Martre 7½d.	<i>Ditto</i> , which John Clowde lately held 7½d.
47. John Tyk'.. .. 1½d.	Prior of St. Jacob for John Tyke 1½d.	—
48. John Tony (?) .. 1½d.	Martin Horncastel for John Tony 1½d.	For tenement in corner which William Chestre held 1½d.
49. —	—	For tenement of Cecilia Clerk (this total does not quite correspond with her holdings in column 1) 1¾d.
QUARTER OF ST. EWEN'S.		
1. Prior of Bradele .. 2½d.	Prior of Bradeleye for two shops near St. Ewen's Church 2½d.	Prior of Bradley for two shops, etc., which Nicholas Taillour held 2½d.
2. Johanna de Lydeyerd .. 2s. 3½d.	John de Hanlo for Johanna Lydeard 12½d. <i>Ditto</i> 15d. 2s. 3½d.	John de Hanlo for John Lydeard, which John Marle held 12½d. <i>Ditto</i> , which Hugh Hunte held 15d.
3. Walter Pollard .. 3¾d.	John Doint for Walter Pollard 3¾d.	John Doint for Walter Pollard, which Walter atte Reven held .. 3¾d.
4. (Robert) de Bardeneye .. 11¼d.	Thomas Russell for Robert Bardeneye .. 3¾d. Alexander Bonefant for Robert Bardeneye .. 7½d. 11¼d.	Thomas Russell for Robert Bardeneye, which J. Sheppard held .. 3¾d. Alexander Bonefant for Robert Bardeneye .. 3¾d.

1295.	Fourteenth Century.	1438.
5. John Snow .. 3 $\frac{3}{4}$ d.	John, son of John, for John Snow .. 3 $\frac{3}{4}$ d.	—
6. Geoffrey Agodeshalf 15d.	William Bette for Geoffrey Agodeshalf .. 15d.	—
7. Henry Broun .. 3 $\frac{3}{4}$ d.	John le Mason for Henry Broun .. 3 $\frac{3}{4}$ d.	—
8. William le Wylde.. 3 $\frac{3}{4}$ d.	Henry Long for William Wylde .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which William Cary held .. 3 $\frac{3}{4}$ d.
9. John Snow .. 3 $\frac{3}{4}$ d.	Gervas de Cary for John Snow .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which John Barstoke held .. 3 $\frac{3}{4}$ d.
10. William Balrith (nothing, because vacant) .. 3 $\frac{3}{4}$ d.	Church of St. Werburgh .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Walter Milton held .. 3 $\frac{3}{4}$ d.
11. John le Palmere .. 3 $\frac{3}{4}$ d.	Roger Beauflour for John le Palmere .. 3 $\frac{3}{4}$ d.	—
12. Simon de Borthon' 7 $\frac{1}{2}$ d.	John of London for Simon Boriton 3 $\frac{3}{4}$ d. <i>Ditto</i> .. 3 $\frac{3}{4}$ d. 7 $\frac{1}{2}$ d.	—
13. Thomas Coker .. 3 $\frac{3}{4}$ d.	Nicholas de Roulgh' for Thomas Coker .. 3 $\frac{3}{4}$ d.	—
14. John de Kerdif .. 7 $\frac{1}{2}$ d.	—	—
15. John de Lydeyerd 10 $\frac{1}{4}$ d.	John Godeman for Johanna Lydeard .. 10 $\frac{1}{4}$ d.	—
16. William de Syston' 3 $\frac{3}{4}$ d.	John Godeman for William de Ciston .. 3 $\frac{3}{4}$ d.	—
17. Hugh de Okeburn (nothing, because vacant) .. 3d.	Once of Hugh de Okeburn 3d.	—
18. (Gervas) le Palmere 3d.	Once of Gervas le Palmere 3d.	—
19. Richard le Jeoven' 13 $\frac{3}{4}$ d.	John de Buyres for Richard le Joevene .. 13 $\frac{3}{4}$ d.	—
20. Simon Clerk .. 5 $\frac{1}{2}$ d.	Arnold Fremland for Simon Clerk 1d. <i>Ditto</i> .. 2 $\frac{1}{2}$ d. <i>Ditto</i> .. 2d. 5 $\frac{1}{2}$ d.	—
21. Richard le Jeoven' 3 $\frac{3}{4}$ d.	William Muntestephene for Richard Joevene.. 3 $\frac{3}{4}$ d.	Stephen Monstephen for Richard Joevene, which J. Fulbrooke held opposite St. Lawrence Church .. 3 $\frac{3}{4}$ d.
22. Stephen le Jeoven' 3 $\frac{3}{4}$ d.	Thomas de la Grave for Stephen le Joevene .. 3 $\frac{3}{4}$ d.	—
23. Simon le Porter .. 3 $\frac{3}{4}$ d.	"Wyburgh" for Simon le Portor .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Hugh Hunt lately held in Small Street .. 3 $\frac{3}{4}$ d.
24. John (Tovy) .. 3 $\frac{3}{4}$ d.	Once of John Tovy .. 3 $\frac{3}{4}$ d.	—

1295.	Fourteenth Century.	1438
25. John de Lydeyerd 22½d.	John Godemen for Johanna Lydeard 3¾d.	<i>Ditto</i> , which Walter Sey- mour held 3½d.
	<i>Ditto</i> 7½d.	<i>Ditto</i> 7½d.
	Roger Beauflour for Johanna Lydeard 11¼d. 22½d.	<i>Ditto</i> , which John Canynges held 11¼d.
26. Stephen Collerden (?) 7½d.	Richard Edmund for Stephen Colram .. 7½d.	—
27. Walter Hackespon 1½d.	Once of William Hocke- spone 1½d.	—
28. Robert de Bardeneye 5¼d.	Roger de Mede- leyeye for Robert Bardeneye .. 1½d.	—
	<i>Ditto</i> 3¾d. 5¼d.	—
29. Johanna de Lydeyerd 7½d.	John de Romeney for Johanna Lydeard .. 7½d.	—
30. Margaret de Hameldene .. 15d.	Thomas de la Grave for Margaret Hameldon' 15d.	<i>Ditto</i> , which Stephen Beke held 15d.
31. Thomas le () 1¾d.	—	—
32. John le () 3¾d.	Thomas de Romener for John Tiwryght .. 3¾d.	<i>Ditto</i> , which Richard Pury- ton held 3¾d.
33. John de Cheddre .. 3¾d.	William Randulf for John de Cheddre 3¾d.	—
34. Adam de Romeneye 3¾d.	Once of Adam de Romoneye 3¾d.	—
35. Walter () 7½d.	John de Romeneye for John de Hanlo .. 7½d.	—
36. John de Lydeyerd 7½d.	John de Hanlo for Johanna Ledoard .. 7½d.	—
37. Christina Gilleberd ½d.	John le Hunte for Christina Gylot .. ½d.	—
38. Robert de Bardeneye 3¾d.	Walter Munstephene for Robert Bardeneye .. 3¾d.	—
39. Gilbert le Espicer 15d.	John atte Celer for Gilbert le Spicer 15d.	<i>Ditto</i> , which Walter Frompton held .. 15d.
40. John Cocus .. 15d.	Roger Turtle for John Cocus 15d.	Hugh Turtle in Brod Street which Edmund Arthur held 15d.
41. Thomas Knytwine (?) 7½d.	Commonalty of Bristol for Thomas Knyntwyne 7½d.	—
42. Peter le Fraunceys 12½d.	Peter Fraunceis for Isabella Fraunceis .. 5d.	<i>Ditto</i> , which Thomas Erle held 5d.
	<i>Ditto</i> 3¾d.	<i>Ditto</i> , which Robert Meade held 3¾d.
	<i>Ditto</i> 3¾d. 12½d.	<i>Ditto</i> , which John Langton held 3¾d.

1295.	Fourteenth Century.	1438.
43. John de Dene .. 3 $\frac{3}{4}$ d.	Peter Fraunceis for Isabella Fraunceis .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which John Brug- water held .. 3 $\frac{3}{4}$ d.
44. John de Lydeyerd 15d.	John de Romeneye for Johanna de Lydeard 15d.	John de Romney for Johanna Lydeard .. 5d.
45. () (nothing, because vacant) 3 $\frac{3}{4}$ d. ¹	John le Tournour for Roger Cantok .. 3 $\frac{3}{4}$ d.	Roger Tornor for Roger Cantok, which Joan Powen held .. 3 $\frac{3}{4}$ d.
—	Richard Edmund for William de Kerdyf .. 2 $\frac{1}{2}$ d.	<i>Ditto</i> , which John Exestre holds .. 3 $\frac{1}{2}$ d.
—	<i>Ditto</i> 2d.	<i>Ditto</i> 2d.
—	<i>Ditto</i> 3d.	<i>Ditto</i> 2d.
—	Philip le Wodeward for Thomas le White .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Henry Spelly held .. 3 $\frac{3}{4}$ d.
—	William Randulf for John de Cheddre .. 3 $\frac{3}{4}$ d.	—
QUARTER OF HOLY TRINITY.		
1. Walter Atepip' .. 3 $\frac{3}{4}$ d.	Richard Tylly for Richard atte Pipe .. 3 $\frac{3}{4}$ d.	Richard Tylly for William atte Lane, held by John Frampton .. 3 $\frac{3}{4}$ d.
2. Richard de Byry.. 3 $\frac{3}{4}$ d.	Isabell de Bury for John de Pederton .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , held by John Frampton .. 3 $\frac{3}{4}$ d.
3. Nicholas Cauntok 11 $\frac{1}{4}$ d.	Roger Cantok .. 1 $\frac{1}{2}$ d.	<i>Ditto</i> , called "oxen fordesyme" which John Coke held.. 7 $\frac{1}{2}$ d.
	<i>Ditto</i> 3 $\frac{3}{4}$ d. 11 $\frac{1}{4}$ d.	<i>Ditto</i> which John Budde held .. 3 $\frac{3}{4}$ d. 11 $\frac{1}{4}$ d.
4. William Scoche .. 17 $\frac{1}{4}$ d.	Thomas of Salop for William Scoche .. 17 $\frac{1}{4}$ d.	—
5. John le Arblastar.. 7 $\frac{1}{2}$ d.	John Larblastar for Philip de Tyverton (? Tymer- ton) .. 7 $\frac{1}{2}$ d.	Abbot of St. Augustine's which David Segodyn held .. 7 $\frac{1}{2}$ d.
6. Thomas Montsorel 15d.	John Pollard for Thomas Montsorel .. 15d.	<i>Ditto</i> , which Edmund Bierden held .. 15d.
7. Peter Oryol .. 11 $\frac{1}{4}$ d.	John le Hunte (mercier) for Peter Oryol .. 11d.	Walter Wynter, which Henry Maye held .. 11d.
8. Adam Cyrencestre 3 $\frac{3}{4}$ d.	Peter le Bowier for Adam Cyrencestre .. 3 $\frac{3}{4}$ d.	<i>Ditto</i> , which Geoffrey Draper held .. 3 $\frac{3}{4}$ d.
9. John Adrian .. 15d.	Walter Hervy for John Adrian.. .. 15d.	<i>Ditto</i> , which Master of St. John's held .. 15d.
10. Simon de Borthon' 11 $\frac{1}{4}$ d.	Jocus de Reigny for Laurence de Cary .. 7 $\frac{1}{2}$ d. 3 $\frac{3}{4}$ d. 11 $\frac{1}{4}$ d.	—

¹ The total for the Quarter of St. Ewen's given by the figures is 3 $\frac{3}{4}$ d. less than the total found in the record itself; the record is in bad condition, and it is possible, therefore, that some figure has been misread in transcription.

1295.	Fourteenth Century.	1438.
11. John de Wynton (clerk) 11¼d.	Peter Muntestephen for John, son of Adam Clerk .. 3¾d. 7½d. 11¼d.	—
12. Thomas de Keneseg 3¾d.	Master le Mason for Thomas Keneseg .. 3¾d.	Tenement of Nicholas Excestre for Thomas Keneseg, which Alan Wryngton held .. 3¾d.
13. John, son of Richard le Jeovene .. 7½d.	Walter Munstephen for John, son of Richard 7½d.	Tenement of the Abbot of Malmesbury, which Parkhouse held .. 7½d.
14. (? Alexander) le Thouker' .. 3¾d.	Bernard atte Wolde for Alexander Thouker .. 3¾d.	Tenement of Bernard atte Wolde, which Mark Williams held .. 3¾d.
15. Geoffrey Compere 3¾d.	Bernard atte Wolde for Geoffrey Compere .. 3¾d.	<i>Ditto</i> , which Richard Assch held 3¾d.
16. Saint John .. 1d.	Saint John 1d.	—
17. Abbot of St. Augustine's (nothing, because vacant) 3¾d.	Abbot of St. Augustine's 3¾d.	—
18. Jacob le Warre .. 3¾d.	Richard Page for Peter Oriol 7½d.	<i>Ditto</i> , which Thomas Baker held in St. John's Street 7½d.
19. Peter Oryol .. 3¾d.	Laurence de Carye for Roger Cantok' .. 3¾d.	—
20. Nicholas Cauntok' 3¾d.	Lawrence de Carye for Cecil' le Taverner .. 3¾d.	—
21. Cecilia la Taverner (nothing, because vacant) 3¾d.	Lawrence de Carye for William Clerk .. 3¾d.	—
22. William Clerk .. 3¾d.	Lawrence de Carye for Stephen le Long .. 3¾d.	—
23. Philip le Long .. 3¾d.	Walter Hervy for Philip de Tyverton' .. 13¼d.	<i>Ditto</i> , which William Fauconer held .. 13½d.
24. Philipp de (Tyverton') 13¼d.	Abbot of St. Augustine's 3¾d.	—
25. Abbot of St. Augustine's (nothing, because vacant) 3¾d.	Roger Cantok for John Aillard 3¾d.	<i>Ditto</i> , which John Denys held 2¾d.
26. Nicholas Cauntok' (? 3¾d.) 3½d.	John de Weston for Nicholas, son of Martin 8½d.	—
27. Nicholas, son of Martin 8½d.	Thomas Russell for William de Parys .. 15d.	Thomas Fyssh, which John Bullok held 15d.
28. William de Parys.. 15d.	John Weston for Rois' de Weston 7½d.	<i>Ditto</i> , for Prioress of Barogh which Roger Coubet held 7½d.
29. Thomas de Weston 7½d.		

1295.	Fourteenth Century.	1438.
30. Nicholas de Lyonus 15d.	Prior of St. James for Nicholas de Lyonus .. 15d.	Prior of St. James for James Cokkes, which Thomas Ball held .. 15d.
31. Walter le Jeovene ?3 $\frac{3}{4}$ d.	Martin Brudeport for Walter le Jeovene .. 3 $\frac{3}{4}$ d.	—
32. John de Albo Monasterio .. 7 $\frac{1}{2}$ d.	John de Weston for John de Whitechurche .. 7 $\frac{1}{2}$ d.	<i>Ditto</i> , which John Philipes held 7 $\frac{1}{2}$ d.
33. Everard le Fraunceys 1 $\frac{1}{2}$ d.	Eborard le Fraunceis for Henry Gerard .. 1 $\frac{1}{2}$ d.	—
34. Robert de Bardeneye 5 $\frac{1}{4}$ d.	Gilbert Fraunceys for Robert de Bardeneye .. 3 $\frac{3}{4}$ d. Gilbert Fraunceys for Robert de Bardeneye .. 1 $\frac{1}{2}$ d. 5 $\frac{1}{4}$ d.	—
35. Three tenements formerly belonging to Hakus (the priest), <i>pro defectu tenentis (nichil quia in manu Regis)</i> 7 $\frac{3}{4}$ d.	Once of Haka the Priest, then in the hand of the King 6 $\frac{3}{4}$ d.	—
36. Abbot of St. Augustine's .. 1 $\frac{3}{4}$ d. ¹	Abbot of St. Augustine's 1 $\frac{1}{2}$ d.	—
37. —	Richard Tylly for Walter (? atte Pipe) for tene- ment in cemetery .. 1d.	—
38. —	Roger Cantok for John Aillard $\frac{3}{4}$ d.	<i>Ditto</i> , for Thomas Castel- man, which John Gode- man held $\frac{3}{4}$ d.
39. —	—	Nicholas Excestre, which William Oundy held .. 3 $\frac{3}{4}$ d.
40. —	—	Nicholas Excester, which Thomas Markes held .. 7 $\frac{1}{2}$ d.
QUARTER OF ST. MARY.		
1. Abbot of St. Augustine's .. 15d.	<i>Ditto</i> (pro feodo, D'Asshton) 15d.	—
2. Joyeta (?) 3 $\frac{3}{4}$ d.	Nicholas de Roulgh' for Joeta 3 $\frac{3}{4}$ d.	—
3. Joyeta 7 $\frac{1}{2}$ d.	Joeta 7d.	—
4. Abbot of St. Augustine's .. 7 $\frac{1}{2}$ d.	Abbot of St. Augustine's 7 $\frac{1}{2}$ d.	—
5. Margaret de Hamalden' .. 7 $\frac{1}{2}$ d.	Simon Forstal for Margaret de Hamalden' .. 7 $\frac{1}{2}$ d.	—
6. <i>Ditto</i> 7 $\frac{1}{2}$ d.	<i>Ditto</i> 7 $\frac{1}{2}$ d.	—
7. Thomas de Loude 7 $\frac{1}{2}$ d.	Adam Beauflour once of Thomas Lude .. 7 $\frac{1}{2}$ d.	—

¹ In this case the total of the figures is $\frac{3}{4}$ d. less than the total found in the record itself.

1295.	Fourteenth Century.	1438.
8. Richard de Calne.. 11½d.	Thomas Tebaud for Alice Wyneman 11½d.	Thomas Tenbaud, which John Marschfeld held 11½d.
9. Jacob the Jew .. 3¾d.	Simon of Ely for Jacob the Jew 3¾d.	<i>Ditto</i> , which John Marschfeld held 3¾d.
10. John de Leygrave 15d.	Abbot of St. Augustine's for John Leygrave .. 15d.	<i>Ditto</i> , which Geoffrey Held held 15d.
11. Abbot of St. Augustine's (nothing, since vacant) 3¾d.	Abbot of St. Augustine's 3¾d.	<i>Ditto</i> 3¾d.
12. <i>Ditto</i> 3¾d.	Sister of Dionisius Langlord 3¾d.	<i>Ditto</i> 3¾d.
13. Richard Horncastel 7½d.	Richard Horncastel for Richard Harpere .. 7½d.	Richard Horncastel, which John Monke held in High Street 7½d.
14. William Randolf .. 7½d.	William Randolf for Lucia Rop' 7½d.	—
15. Alice Montjoye (nothing, because vacant) 7½d.	John Kerdyf, junior, for Alice Montjoye .. 7½d.	John Kerdyf for Alice Monster (now one garden which W. Frome held) 7½d.
16. Richard de Calne .. 7½d.	Thomas London (cissor) for Richard Calne .. 7½d.	<i>Ditto</i> , which William Fryscton lately held of Thomas Brak' .. 7½d.
17. Master of St. John's 1½d.	Master of St. John's for William Rufus .. 1½d.	—
18. Henry Adrian .. 7½d.	Richard de Welles for Henry Adrian .. 7½d.	<i>Ditto</i> , which James Cokke held 7½d.
19. Richard Adrian .. 3¾d.	Elena Adryan (Barbour) 3¾d.	—
20. <i>Ditto</i> 3¾d.	Richard de Marche for Richard Adrian .. 3¾d.	—
21. John Clerk .. 7½d.	—	—
22. John Tyky .. 3¾d.	—	—
23. William Turtle .. 3¾d.	—	—
24. Alice de Montjoye 3¾d.	—	—
25. Abbot of St. Augustine's .. 7½d.	Abbot of St. Augustine's 7½d.	<i>Ditto</i> , which Thomas Chanderler held .. 7½d.
26. Richard de Calne.. 15d.	Richard de Calne for John Leygrave .. 15d.	<i>Ditto</i> , which John Nabbe held 15d.
27. John Tomberel (nothing, since vacant) 6¾d.	John Tomberel for John Portesheved 5½d. 1¼d.	<i>Ditto</i> 1d.
28. <i>Ditto</i> 3¾d.	John Tomberel for William Munsorel .. 3¾d.	—
29. Simon Adrian .. ½d.	John Atte Walle for Simon Adrian ½d.	<i>Ditto</i> , which Bernard Brewer held ½d.

1295.	Fourteenth Century.	1438.
30. Thomas Montsorel 6¾d.	John Regnald for Thomas Munsorell 3¾d.	—
31. Walter () 6½d.	Robert le Taverner for Adam de Button .. 7½d.	<i>Ditto</i> , which Thomas Castel- man held 7½d.
32. Henry de Camme 3¾d.	William de Stoke for Henry de Camme .. 3¼d.	William Coke, which Simon Olyver lately held .. 3¾d.
33. Richard Adrian (nothing, since vacant) (2½d. ?) 3½d.	Thomas Lampner for Richard Adrian .. 3½d.	—
34. Henry de Camme (?) 7½d.	Richard de Welles for Henry de Camme .. 3¼d.	<i>Ditto</i> , which Elizabeth Vyell held 3¼d.
35. Richard de la Corderia 1¾d.	—	—
36. () .. 1¾d.	—	—
37. Richard de Calne 3¾d.	Richard de Calne for William Cordwaner .. 3¾d.	<i>Ditto</i> , which Gower held 3¾d.
38. Henry Oky .. 7¼d. ¹	—	—
39. —	Once of John Tyke for Thomas Cordwaner .. 7½d.	<i>Ditto</i> 7½d.
40. —	John Turtle for Jordan Rufus 3¾d.	—
41. —	Nicholas Roulgh' for Lucia Rop' 3¾d.	—
42. —	William de Stoke for John Monk 7½d.	William Coke for John Monk, which Reginald Taverner lately held .. 7½d.
43. —	William Outlaghe for Richard de la Corder' 1¾d.	—
44. —	Richard de Weston for Agatha Martyn .. 3¾d.	—
45. —	Richard Boritton for John Mark 7½d.	—
		Abbot of St. Augustine's, which John Gosselyn held 4d.
		Roger Merston .. 4¾d.
		John Heddon 7½d.
		John Heddon (Wynch- stret) 7d.
		Lawrence Coteler .. 7½d.
		John Stevens of Gloucester which Thomas Ricard held 7¾d.
		Adam Beauston, which Robert Herberd held 7½d.

¹ This portion of the original record is in extremely bad condition, and again the totals do not agree. The difference is 10½d.

1295.	Fourteenth Century.	1438.
OUTSIDE WALLS.		
1. Abbot of St. Augustine .. 15d.	Abbot of St. Augustine's (formerly of John le Prest) 15d.	<i>Ditto</i> , which William Selewode held .. 15d.
2. Richard de Corderia 10d.	William Outlagh' for tenement formerly of Richard de la Corderia 10d.	William Portour, formerly of William de Cordarye 10d.
3. Henry Oky (?) .. 20d.	Michael le Whitawer for Henry Oky 20d.	John London, which William Pomfret held 20d.
4. Thomas Montsorel 10d.	Hugh Langbrug' and Peter Munte(ste)phen for Thomas Montsorel 10d.	Hugh Langbrugge, which Chantry of Edward le Frenche held 10d.
5. Walter le Hoker' .. 10d.	Michael le Whitawer for Walter Hoker .. 10d.	Michael Whitawer for Walter Hoker 10d.
6. Walter le Rede .. 17½d.	John le Warre (tanner) for Walter le Rede 10d. 7½d. 17½d.	John Warre (tanner) in Broadmead 10d. <i>Ditto</i> , for debt to Walter 7½d. <i>Ditto</i> , for Godfrey Stoke 7½d.
7. Godfrey de Stoke (nothing, since vacant) 7½d.	John le Warre for Godfrey Stoke 7½d.	
8. Richard de Kyngeston (nothing, since vacant) 15d.	Henry le Schipman for N. de Kyngeston .. 15d.	<i>Ditto</i> , which John Devenyss held 15d.
9. Robert de Bydeford 10d.	Johanna Orcok for Robert Bydeford 10d.	—
10. Adam de Cyrencestre (nothing, since vacant) 5d.	Johanna Orcok for Adam de Cyrencestre .. 5d.	—
11. Abbot of St. Augustine .. 15d.	Abbot of St. Augustine 15d.	Abbot of St. Augustine's, which Thomas Botener held 15d.
12. Prior of St. Jacob (nothing, since vacant) 22½d.	Stephen le Veye for Prior of St. Jacob 15d. Stephen le Veye for Walter le Veye 7½d. 22½d.	—
13. Walter le Weys .. 11¼d.	Jacob le Tanner for Walter de Weys 3¾d.	—
14. John, son of Nicholas 8½d.	Walter Pellevyll' for John son of Nicholas .. 7½d.	Walter Polleville, which John Vyell held .. 6½d.
15. Abbot of St. Augustine (nothing since vacant) .. 11¼d.	Abbot of St. Augustine .. 7½d. <i>Ditto</i> , for Walter Burel 3¾d. 11¼d.	—

1295.	Fourteenth Century.	1438.
16. William Cocus .. 15d.	John Boyfeld for William Cocus, once of Roger Coffyn .. 3½d. John Boyfeld for William Cocus for Richard Bonerston .. 3½d. John Boyfeld for William Cocus and Henry le Carpenter .. 7½d. 15d.	—
17. Nicholas le Ropere 18d.	William le White de Baldewynstret for Nicholas le Ropere .. 18d.	William Whyte, which John Cleve held 18d.
18. Robert () .. 21½d.	Stephen de Predie for William Daxe and Geoffrey Russell .. 7½d. Thomas le Roper and Cecil Pollard 15d. 22½d.	—
19. Edyth (Swetyng) .. 15d.	Edithe Swetyng and Mariot Swetyng .. 15d.	Edithe Swetyng, which Prioress of Brogh held 15d.
20. John le Whyte .. 15d.	Richard Tilly for Richard Kilman 15d. 15d. 7½d. 3½d. 11½d. 7½d. 2s. 6d.	Richard Tilly, which Edmund Arthur held.. 15d.
21. Ditto. 2s. 6d.	—	—
22. John de Hay 1 pair of spurs.	1 pair of spurs (gilt) price 6d. 6d.	—
23. Saint John .. 7½d.	Saint John 7½d.	St. John in "le Redelond" 7½d.
24. John Billok, senior 15d.	William Gylemyn for John Billok and Robert le Whitawer 15d.	William Gylmyn, which Abbot of Moreton held 15d.
25. Thomas Beauflour 7½d.	Robert Beauflour for Walter le White .. 7½d.	—
26. Walter Atepipe (nothing, since vacant) 7½d.	Robert Beauflour for Walter atte Pipe .. 7½d.	—
27. John Gore (?) .. 7½d.	Richard Peyt for John Jour (?) and Thomas Aillard.. .. 7½d.	—
28. John Billok .. 7½d.?	John le Neyare for William Daxe .. 7½d.	—
29. Henry de Grey .. 7½d.?	William le Hunte for Margaret Goldsmyth and John Billok .. 7½d.	—
30. John de Dene .. 7½d.	Thomas le Hoper for Margaret (?) de Dene 7½d.	—

1295.	Fourteenth Century.	1438.
31. Prior of St. Jacob 7½d.	Thomas le Muleward for Prior of St. Jacob and Thomas Pistor .. 7½d.	—
32. Richard de Calne.. 7½d.	Roger Dapperley for Richard de Calne .. 7½d.	<i>Ditto</i> , which Prior of Kalendars held .. 7d.
33. John de Dene .. 15d.	William de Stapelton for John de Dene .. 15d.	<i>Ditto</i> , which Prioress of Brogh held 15d.
34. Henry de Langberd 15d.	William Hail and John Neyere for Henry Langberd 15d.	<i>Ditto</i> , which John Vyell held 15d.
35. John de Monemouth 15d.	Walter Mildecorn for John Mone- mouth .. 7½d.	<i>Ditto</i> , which Proctors of Holy Trinity held .. 7½d.
	William Langters for John Mone- mouth .. 7½d. 15d.	
36. Thomas Montsorel 22½d.	Roger Cantor for Thomas Minstrell 7½d.	—
	<i>Ditto</i> 15d. 22½d.	
37. John Billok .. 2s. 6d.	David de Wight for John Billok 7½d.	—
	<i>Ditto</i> 7½d.	
	<i>Ditto</i> 7½d.	
	<i>Ditto</i> 7½d. 2s. 6d.	
38. Walter Golde .. 3¾d.	David de Wight for Walter Golde.. .. 3¾d.	—
39. Prior of St. Jacob.. 43¾d. ¹	Prior of St. Jacob .. 3¾d.	Prior of St. James .. 3¾d.
40. Walter de Keyne- sham (nothing, since vacant) .. 3¾d.	David de Wight for Walter de Keynesham .. 3¾d.	—
41. David de Wyth (nothing, since vacant) 15d.	David de Wight for Roger Aillard.. .. 15d.	—
42. Gilbert de Marleberg' ? .. 10¾d.	Matilda Jordan for Gilbert de Marleburgh 10¾d.	—
43. William Cocus .. 7½d.	Elias le Cu for Roger Cossyn.. .. 7½d.	—
44. Mary Magdalene .. 15d.	Roger le Wilde for tene- ment of Blessed Mary Magdalene 15d.	<i>Ditto</i> , for tenement of Blessed Mary Magdalene, which John Combe held 15d.
45. Richard de Calne.. 3¾d.	Roger de Apperleye for Richard le Calne .. 3¾d.	—
46. Dyonyis le Tannere 3¾d.	Elias le Cu for Dionis' le Tannere 3¾d.	—

¹ This figure is almost certainly a scribal error although it is included in the total.

1295.	Fourteenth Century.	1438.
47. Richard Adrian .. 3 $\frac{1}{4}$ d.	William le Taillour for Richard Adrian and Robert Cristin .. 3 $\frac{1}{4}$ d.	<i>Ditto</i> , which Hugh Carleton held in Irichmede .. 3 $\frac{1}{4}$ d.
48. Hugh le Plomere.. 3 $\frac{3}{4}$ d.	William le Taillour for Henry (?) le Plomere 3 $\frac{3}{4}$ d.	—
49. John de Mulles .. 7 $\frac{1}{2}$ d.	Hugh Holychurche for John de Mulles .. 7 $\frac{1}{2}$ d.	—
50. Laurence le Tannere 7 $\frac{1}{2}$ d.	Walter le Chaloner for Laurence le Tannere.. 7 $\frac{1}{2}$ d.	—
51. Robert Oky .. 3 $\frac{3}{4}$ d.	Juliana le Baker for Robert le Rop' .. 3 $\frac{3}{4}$ d.	—
52. Prior of St. Jacob.. 3 $\frac{3}{4}$ d.	Matilda Doultynge' for Prior of St. .. 3 $\frac{3}{4}$ d. Jacob	—
53. Walter de Veyng (?) 7 $\frac{1}{2}$ d.	Matilda Doultynge' for Walter Doultynge .. 7 $\frac{1}{2}$ d.	—
54. Roger de Berkham 15d.	William de Gylemyn for Roger de Berkham .. 15d.	—
55. Richard de Sarum (nothing, since vacant) 3 $\frac{3}{4}$ d.	William de Gylemyn for Richard de Sarum .. 3 $\frac{3}{4}$ d.	—
56. Richard le Palmere 7 $\frac{1}{2}$ d.	William de Gylemyn for Richard le Palmere .. 7 $\frac{1}{2}$ d.	—
57. Elyas Springaunt.. 15d.	Gilbert Fraunceis for Elyas Springaunt and John, son of Henry Adrian.. .. 15d.	Geoffrey Fraunceys for Alan Wryngton, which Willaim More held .. 15 $\frac{1}{2}$ d.
58. John le Whyte .. 7 $\frac{1}{2}$ d.	Gilbert Fraunceis for John Albou and William de Paris .. 7 $\frac{3}{4}$ d.	—
59. Joyeta (nothing, since vacant) .. 11 $\frac{1}{4}$ d.	Nicholas de Roulgh for Joeta and William Norris 11 $\frac{1}{4}$ d.	—
60. Matilda la Waterleder .. 11 $\frac{1}{4}$ d.	William of Thorn- bury for Agnes la Warde .. 3 $\frac{3}{4}$ d. John North for Matilda Water- leder and William Colerne 7 $\frac{1}{2}$ d. 11 $\frac{1}{4}$ d.	— —
61. Joyeta 15d.	Nicholas de Roulgh for Joyeta and John Harpere 19d.	<i>Ditto</i> , which Hugh Carleton held 15d.
62. Thomas Montsorel 2s. 6d.	David de Whight for Thomas Montsorel and Hugh Michel .. 7 $\frac{1}{2}$ d. 7 $\frac{1}{2}$ d. 7 $\frac{1}{2}$ d. 7 $\frac{1}{2}$ d. 2s. 6d.	—

1295.	Fourteenth Century.	1438.
63. David de Wirt (nothing, since vacant) 15d.	David de Wirt for Geoffrey Scot.. 7½d. 7½d. 15d.	—
64. William Clerk 5s. 7½d.	Thomas Upperdich' for William le Clerk 3¾d. 3¾d. 7½d. 7½d. 7½d. 7½d. 7½d. 7½d. 4s. 4½d.	<i>Ditto</i> , which Mendi- cant Brethren held 3¾d. 3¾d. ¾d. 7½d. 7½d. 7½d. 7½d. 7½d. 7½d. 4s. 5½d.
65. St. Lawrence .. 3¾d.	St. Lawrence 3¾d.	<i>Ditto</i> , which Nicholas Netherbury held .. 3¾d.
66. Walter Cote .. 3¾d.	John Tumbrel' for John Cote 3¾d.	—
67. () Severe (nothing since vacant) 7½d.	Richard de Calne for Richard Severe .. 7½d.	<i>Ditto</i> , which John Caudeny lately held 7½d.
68. () Cossyn .. 7½d.	Stephen de Predie for Adam Cosyn 7½d.	<i>Ditto</i> , which Proctors of Chapel on the bridge held 7½d.
69. () Vanne .. 7½d.	Stephen de Predie for William atte Vanne .. 7½d.	—
70. Cecil Pillard (nothing, since vacant) 7½d.	Peter Munstephen for Cecil Pillard 7½d.	—
71. Prior of St. Jacob . 15d.	Peter Munstephen for Prior of St. Jacob .. 15d.	—
72. () 7½d.	Thomas le Meleward for Walter atte Pole .. 7½d.	—
73. () de Berkeley 17½d.	Thomas le Meleward for Arnold de Berkeley.. 17½d.	—
74. () de Syston' 7½d.	Philip de Kerwent for Richard de Ciston' .. 7½d.	<i>Ditto</i> which Thomas Wellyngton held .. 7½d.
75. Adam le Norreys.. 15d.	Thomas Dygel for Adam Norreis 7½d. <i>Ditto</i> 5d. <i>Ditto</i> 2½d. 15d.	<i>Ditto</i> , which John Clyve held .. 7½d. <i>Ditto</i> 5d. <i>Ditto</i> 2½d. 15d.
76. Abbot of St. Augustine .. 7½d.	Abbot of St. Augustine 7½d.	<i>Ditto</i> , which Thomas Boteler held 7½d.
77. William le Warre.. 7½d.	Brethren of Kalendars for William le Warre.. 7½d.	—
78. Nicholas de Kyngeston .. 7½d.	Henry Shipman for Nicholas de Kyngeston 7½d.	<i>Ditto</i> , which William Worcester, senior, held 7½d.

1295	Fourteenth Century.	1438.
79. Adam le Norreys.. 7½d.	Robert Beauflour for Adam Norreis .. 7½d.	—
80. () 15d.	Henry Snake for Robert Snake 7½d. 7½d. 15d.	<i>Ditto</i> 7d. <i>Ditto</i> 7½d. 14½d.
81. () nothing, since vacant) .. 7½d.	Richard de Calne for John Leygrave .. 7½d.	—
82. () 15d.	John Daxebrug' for John Veis and Stephen Pictor 15d.	John Daxebrigge which Yevan Fluyt held .. 15d.
83. () 7½d.	Roger Turtle for John, son of Nicholas .. 7½d.	<i>Ditto</i> , which, William Warmystre held .. 7½d.
84. (? Bercham) .. 7½d.	Roger Turtle for Walter de Bercham 7½d.	<i>Ditto</i> 7½d.
85. (John Ailward) .. 15d.	Roger Turtle for John Ailward 15d.	<i>Ditto</i> , for John Ailward .. 15d.
86. () 15d.	Prior of St. Jacob's .. 15d.	—
87. —	Henry Snake for Robert Snake 7½d.	—

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¹ Although the record transcribed in these volumes is at the British Museum and not at the Public Record Office, the work is, as a matter of convenience, referred to at this point.

² Several of these documents are only to be found at the Public Record Office. The same remark applies to some charters referred to in *British Borough Charters infra*.

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